

# TCEQ Interoffice Memorandum

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TO: Office of the Chief Clerk  
Texas Commission on Environmental Quality

THRU: Chris Kozlowski, Team Leader  
Water Rights Permitting Team

FROM: Sarah Henderson, Project Manager  
Water Rights Permitting Team

DATE: August 20, 2021

SUBJECT: Texas State University – San Marcos  
ADJ 3865  
CN602644106, RN102949377  
Application No. 18-3865E to Amend Certificate of Adjudication No. 18-3865  
Texas Water Code § 11.122, Requiring Limited Mailed Notice  
San Marcos River, Guadalupe River Basin  
Hays County

The application and partial fees were received on April 15, 2021. Additional information and fees were received June 1 and August 13, 2021. The application was declared administratively complete and accepted for filing with the Office of the Chief Clerk on August 20, 2021. Mailed notice to the interjacent water right holders of record is required pursuant to Title 30 Texas Administrative Code § 295.158(c)(3)(C)&(D).

All fees have been paid and the application is sufficient for filing.

*Sarah Henderson*

---

Sarah Henderson, Project Manager  
Water Rights Permitting Team  
Water Rights Permitting and Availability Section

**OCC Mailed Notice Required**     **YES**                       **NO**

Jon Niermann, *Chairman*  
Emily Lindley, *Commissioner*  
Bobby Janecka, *Commissioner*  
Toby Baker, *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

August 20, 2021

Mr. James Vollrath  
Director, Utilities Operations  
Texas State University  
c/o Central Plant  
601 University Drive  
San Marcos, Texas 78666

VIA EMAIL

RE: Texas State University – San Marcos  
ADJ 3865  
CN602644106, RN102949377  
Application No. 18-3865E to Amend Certificate of Adjudication No. 18-3865  
Texas Water Code § 11.122, Requiring Limited Mailed Notice  
San Marcos River, Guadalupe River Basin  
Hays County

Dear Mr. Vollrath:

This acknowledges receipt, on June 1 and August 13, 2021, of additional information and fees in the amount of \$144.06 (Receipt No. M118473, copy attached).

The application was declared administratively complete and filed with the Office of the Chief Clerk on August 20, 2021. Staff will continue processing the application for consideration by the Executive Director.

Please be advised that additional information may be requested during the technical review phase of the application process.

If you have any questions concerning this matter please contact me via email at [sarah.henderson@tceq.texas.gov](mailto:sarah.henderson@tceq.texas.gov) or by telephone at (512) 239-2535.

Sincerely,

A handwritten signature in cursive script that reads "Sarah Henderson".

Sarah Henderson, Project Manager  
Water Rights Permitting Team  
Water Rights Permitting and Availability Section

Attachment



01-JUN-21 04:24 PM

TCEQ - A/R RECEIPT REPORT BY ACCOUNT NUMBER

<u>Fee Description</u>	<u>Fee Code</u>	<u>Account#</u>	<u>Account Name</u>	<u>Ref#1</u>	<u>Ref#2</u>	<u>Paid In By</u>	<u>Check Number</u>	<u>CC Type</u>	<u>Tran Code</u>	<u>Slip Key</u>	<u>Document#</u>	<u>Tran Date</u>	<u>Tran Amount</u>
WTR USE PERMITS	WUP			M118473			894933				BS00087191	01-JUN-21	-\$144.06
	WUP			183865			060121	N			D1803466		
			WATER USE PERMITS				TEXAS STATE RHDAVIS UNIVERSITY	CK					
												Total (Fee Code):	-\$144.06
												Grand Total:	-\$140,065.69

*S. Henderson*

RECEIVED  
JUN 03 2021  
Water Availability Division

## Sarah Henderson

---

**From:** Davies, Collin [REDACTED]  
**Sent:** Friday, August 13, 2021 1:54 PM  
**To:** Sarah Henderson  
**Cc:** Coonan, Steve; Pierce, Ryan; Vollrath, James E  
**Subject:** Water Use Amendment - Texas State University ADJ No. 18-3865E  
**Attachments:** 2021-08-13 Response to TCEQ.pdf

Hi, Sarah.

We have prepared responses to each of the items mentioned in your letter dated May 17, 2021. Please review the response (attached) and let us know if you have any additional questions or comments on the application.

Thank you, stay safe, and enjoy your weekend!

-Collin



**PLUMMER**

**Collin Davies, Ph.D.**  
*Scientist*

6300 La Calma Drive, Suite 400  
Austin, Texas 75752  
**P:** 512.452.5905  
**D:** 512.687.2163

[REDACTED]  
[www.plummer.com](http://www.plummer.com)

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Please consider the environment before printing this e-mail.



# PLUMMER

0600-032-03

**TRANSMITTED VIA EMAIL**

August 13, 2021

Ms. Sarah Henderson  
Water Rights Permitting Team  
Water Availability Division, MC-160  
Texas Commission on Environmental Quality  
P.O. Box 13087  
Austin, Texas 78711-3087

Re: Response to Request for Information Letter – Application No. 18-3865E to Amend Certificate of Adjudication No. 18-3865  
Texas State University – San Marcos ((CN) 602644106)

Dear Ms. Henderson:

On behalf of Texas State University – San Marcos (Texas State), Plummer Associates Inc., (Plummer), provides the following responses to your letter dated May 17, 2021, regarding the application for the above referenced Water Right. The responses are provided in the order presented in your letter. A copy of the letter is provided as Enclosure A.

1. Adjudication No. 18-3865 is owned by Texas State University – San Marcos, Customer Number (CN) 602644106.
2. Page 7 of the *Administrative Information Report* has been signed, dated, and notarized. An electronic copy of this form is included here as Enclosure B. Note that the original form was submitted to the TCEQ and the TCEQ has verified its receipt.
3. Water Conservation Plan:
  - a. The amount of water diverted from the source of supply is measured using ultrasonic flow meters having an accuracy of plus or minus 5.0 %. The accuracy of the meters is verified annually by a third-party provider. Please see Enclosure C.
  - b. Documentation of coordination with the regional water planning groups is provided as Enclosure D.
  - c. The water conservation plan has been modified to include a requirement that in every wholesale water supply contract entered into or renewed after official adoption of the plan, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures. A copy of the revised plan and an executed resolution of adoption is provided as Enclosure E. The following sentence has been added to the final paragraph of Section 1.0 (Document Page 2):

Ms. Sarah Henderson  
August 13, 2021  
Page 2

*“Every wholesale water supply contract that the City enters into requires that the wholesale customer adopt and implement a Water Conservation Plan that conforms to the TWDBs requirements, and submit it to the TWDB.”*

4. Drought Contingency Plan:

- a. Documentation of coordination with the regional water planning groups is provided as Enclosure D.

5. Fees in the amount of \$144.06 have been remitted to the TCEQ. The check was received by the TCEQ on June 03, 2021, and proof of receipt is provided as Enclosure F.

We appreciate you reviewing the pending application. If you have any additional questions or comments on the application or our responses provided above, please do not hesitate to contact me directly at [REDACTED] or 972-996-5730.

Respectfully yours,

PLUMMER

Ryan Pierce  
Project Manager II

Enclosures (6)

cc: James Vollrath (Texas State)



Jon Niermann, *Chairman*  
Emily Lindley, *Commissioner*  
Bobby Janecka, *Commissioner*  
Toby Baker, *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

May 17, 2021

Mr. James Vollrath  
Director, Utilities Operations  
Texas State University  
c/o Central Plant  
601 University Drive  
San Marcos, Texas 78666

**VIA EMAIL**

RE: Texas State University - San Marcos  
ADJ 3865  
CN602644106, RN102949377  
Application No. 18-3865E to Amend Certificate of Adjudication No. 18-3865  
Texas Water Code § 11.122, Requiring Limited Mailed Notice  
San Marcos River, Guadalupe River Basin  
Hays County

Dear Mr. Vollrath:

This acknowledges receipt, on April 15, 2021, of the referenced application and partial fees in the amount of \$112.50 (Receipt No. M116246, copy attached).

Before the application can be declared administratively complete, additional information and fees are required.

1. Confirm the legal name of the applicant. TCEQ records indicate Certificate of Adjudication No. 18-3865 is owned by Texas State University - San Marcos, Customer Number (CN) 602644106; however, the application was submitted in the name Texas State University, CN600130934.
2. Provide a signed, dated and notarized application. Staff notes page 7 of the submitted *Administrative Information Report* is incomplete.
3. Provide additional information concerning the submitted water conservation plan for municipal use to comply with Title 30 Texas Administrative Code (TAC) § 288.2.
  - a. Provide a description of the method(s) and/or device(s), within an accuracy of plus or minus 5.0 %, used to measure and account for the amount of water diverted from the source of supply.
  - b. Provide documentation of coordination with the regional water planning groups.



- c. Include a requirement in the plan that in every wholesale water supply contract entered into or renewed after official adoption of the plan, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures.
4. Provide additional information concerning the submitted drought contingency plan for municipal use to comply with 30 TAC § 288.20.
  - a. Provide documentation of coordination with the regional water planning groups.
5. Remit fees in the amount of **\$144.06** as described below. Please make checks payable to the TCEQ or Texas Commission on Environmental Quality.

Filing Fee (Amendment)	\$ 100.00
Recording Fee	\$ 12.50
<u>Notice Fee (49 WR Holders x \$2.94)</u>	<u>\$ 144.06</u>
Total Fees	\$ 256.56
<u>Fees Received</u>	<u>\$ 112.50</u>
<b>Fees Due</b>	<b>\$ 144.06</b>

Please provide the requested information and fees by June 16, 2021 or the application may be returned pursuant to 30 TAC § 281.18.

If you have any questions concerning this matter please contact me via email at [sarah.henderson@tceq.texas.gov](mailto:sarah.henderson@tceq.texas.gov) or by telephone at (512) 239-2535.

Sincerely,

*Sarah E Henderson*

Sarah Henderson, Project Manager  
Water Rights Permitting Team  
Water Rights Permitting and Availability Section

Attachment



12-APR-21 10:47 AM

TCEQ - A/R RECEIPT REPORT BY ACCOUNT NUMBER

<u>Fee Description</u>	<u>Fee Code</u>	<u>Account#</u>	<u>Ref#1</u>	<u>Check Number</u>	<u>CC Type</u>	<u>Slip Key</u>	<u>Tran Date</u>	<u>Tran Amount</u>
			<u>Ref#2</u>	<u>Card Auth.</u>	<u>Tran Code</u>	<u>Document#</u>		
		<u>Account Name</u>	<u>Paid In By</u>	<u>User Data</u>	<u>Rec Code</u>			
WTR USE PERMITS	WUP		M116246	893635	N	BS00086615	12-APR-21	-\$112.50
	WUP	WATER USE PERMITS		041221		D1803055		
			TEXAS STATE UNIVERSITY	VHERNAND	CK			
Total (Fee Code) :								-\$112.50

AP received by email 04/15  
in library 04/16

RECEIVED

APR 13 2021

Water Availability Division



**6. SIGNATURE PAGE (Instructions, Page. 11)**

Applicant:

I, Denise M. Trauth President  
(Typed or printed name) (Title)

certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under Title 30 Texas Administrative Code §295.14 to sign and submit this document and I have submitted written evidence of my signature authority.

Signature: Denise M. Trauth Date: 3-11-2021  
(Use blue ink) *Est*

Subscribed and Sworn to before me by the said

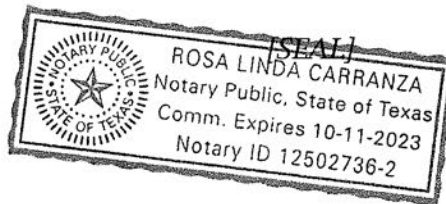
on this 12<sup>th</sup> day of March, 20 21.

My commission expires on the 11<sup>th</sup> day of October, 20 21.

*Rosa Linda Carranza*

Notary Public

*Ways*  
County, Texas



***If the Application includes Co-Applicants, each Applicant and Co-Applicant must submit an original, separate signature page***



## Davies, Collin

---

**From:** Kite, Paul [REDACTED]  
**Sent:** Thursday, July 15, 2021 11:22 AM  
**To:** Davies, Collin  
**Subject:** FW: [EXTERNAL] RE: Meter Accuracy

Collin,

This is the response from CRWA.

Thanks,



**Paul Kite**

Assistant Director - W/WW Utilities | Utilities  
630 E Hopkins, San Marcos, TX 78666  
512.393.8003

---

**From:** David Davenport [REDACTED]  
**Sent:** Thursday, July 15, 2021 11:04 AM  
**To:** Kite, Paul [REDACTED]  
**Cc:** Humberto Ramos [REDACTED]  
**Subject:** [EXTERNAL] RE: Meter Accuracy

Mr. Kite,

Canyon Regional uses ultra-sonic meters to measure water diversion within an accuracy of plus or minus 5.0 %, . These meters are check for accuracy each year by a third party provider.

David Davenport  
General Manager  
Canyon Regional Water Authority  
210-240-2456

---

**From:** Humberto Ramos [REDACTED]  
**Sent:** Wednesday, July 14, 2021 5:02 PM  
**To:** David Davenport [REDACTED]  
**Subject:** Fwd: Meter Accuracy

David  
Do you have this information or should I ask Marcus or Adam?

Thanks

Sent from my iPhone

Begin forwarded message:

**From:** "Kite, Paul" [REDACTED]  
**Date:** July 14, 2021 at 3:23:58 PM CDT

**To:** Humberto Ramos [REDACTED]

**Subject:** Meter Accuracy

Humberto,

Could you provide a response regarding the accuracy of the method or device used to measure and account for water diverted from the source of supply for Canyon Regional Water Authority.

Provide a description of the method(s) and/or device(s), within an accuracy of plus or minus 5.0 %, used to measure and account for the amount of water diverted from the source of supply.

*Note from the TCEQ: This can be a simple statement of the accuracy of the meter.*

Feel free to call if you have any question.

Thanks,



**Paul Kite**

Assistant Director - W/WW Utilities | Utilities  
630 E Hopkins, San Marcos, TX 78666  
512.393.8003

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## Davies, Collin

---

**From:** Steve Raabe [REDACTED]  
**Sent:** Friday, June 14, 2019 3:32 PM  
**To:** De La Cruz, Jan  
**Cc:** Jade Rutledge; Caitlin Heller  
**Subject:** RE: [EXTERNAL] Submittal of San Marcos DCP

Jan,

Thank you for submitting this to Region L. We will forward to Region L's technical consultant for use in developing the 2021 Region L Water Plan.

Steve

---

**From:** Klein, Jan [mailto:[REDACTED]]  
**Sent:** Friday, June 14, 2019 1:31 PM  
**To:** Steve Raabe [REDACTED]  
**Cc:** Jade Rutledge <Jade.Rutledge@tceq.texas.gov>  
**Subject:** RE: [EXTERNAL] Submittal of San Marcos DCP

City of San Marcos Water Conservation & Drought Response Plan is attached as per requirement to coordinate with Regional Planning Group.



**Jan Klein**

Conservation Coordinator | Public Services  
1040 Highway 123, San Marcos, TX 78666  
512.393.8310

---

**From:** Jade Rutledge [mailto:[Jade.Rutledge@tceq.texas.gov](mailto:Jade.Rutledge@tceq.texas.gov)]  
**Sent:** Friday, June 14, 2019 1:23 PM  
**To:** Klein, Jan [REDACTED]  
**Subject:** RE: [EXTERNAL] Submittal of San Marcos DCP

Hello Ms. Klein,

Mr. Steve Raabe [REDACTED] is the listed contact for Region L. The contact number is 210-302-3613. Thank you!

Have a great day,

Jade Rutledge  
Aquatic Scientist  
Resource Protection Team  
Water Availability Division  
Texas Commission on Environmental Quality  
Phone: 512-239-4559

---

**From:** Klein, Jan [REDACTED]  
**Sent:** Friday, June 14, 2019 12:08 PM  
**To:** Jade Rutledge <[Jade.Rutledge@tceq.texas.gov](mailto:Jade.Rutledge@tceq.texas.gov)>  
**Subject:** RE: [EXTERNAL] Submittal of San Marcos DCP

Thanks Jade! My boss, Tom Taggart, is a voting member of the Region L planning group. But I can send it to someone else there if you have contact info.



**Jan Klein**  
Conservation Coordinator | Public Services  
1040 Highway 123, San Marcos, TX 78666  
512.393.8310

---

**From:** Jade Rutledge [<mailto:Jade.Rutledge@tceq.texas.gov>]  
**Sent:** Friday, June 14, 2019 11:13 AM  
**To:** Klein, Jan [REDACTED]  
**Subject:** RE: [EXTERNAL] Submittal of San Marcos DCP

Good morning Ms. Klein,

I have received the DCP and WCP and they are now saved on our server. Thank you very much for sending it in again.

I have reviewed the DCP and it looks great overall. However, I noticed we are missing one required element. I didn't see the coordination with the regional water planning group in the plan. Could you confirm via email that you sent the plan to the Region L Planning Group? Please let me know if you have any questions.

Thank you,

Jade Rutledge  
Aquatic Scientist  
Resource Protection Team  
Water Availability Division  
Texas Commission on Environmental Quality  
Phone: 512-239-4559

---

**From:** Klein, Jan [REDACTED]  
**Sent:** Friday, June 14, 2019 10:26 AM  
**To:** Jade Rutledge <[Jade.Rutledge@tceq.texas.gov](mailto:Jade.Rutledge@tceq.texas.gov)>  
**Subject:** RE: [EXTERNAL] Submittal of San Marcos DCP

Attached. Please verify receipt.  
Thanks,



**Jan Klein**  
Conservation Coordinator | Public Services  
1040 Highway 123, San Marcos, TX 78666  
512.393.8310

---

**From:** Jade Rutledge [<mailto:Jade.Rutledge@tceq.texas.gov>]  
**Sent:** Thursday, June 13, 2019 4:25 PM

**To:** Klein, Jan [REDACTED]  
**Subject:** [EXTERNAL] Submittal of San Marcos DCP

Good afternoon Ms. Klein,

I have been assigned to review the Drought Contingency Plan for San Marcos. We received your plan by email on April 30, 2019. Unfortunately, the plan was not properly saved to our server and the email was deleted. I sincerely apologize for any inconvenience this may cause. If possible, could you resend the plan to us at your convenience. I appreciate your help with this matter. Please let me know if you have any questions.

Thank you,

Jade Rutledge  
Aquatic Scientist  
Resource Protection Team  
Water Availability Division  
Texas Commission on Environmental Quality  
Phone: 512-239-4559

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**RESOLUTION NO. 2021-134R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING THE SUBMITTAL OF AN AMENDED 2019 REVISED WATER CONSERVATION PLAN AND DROUGHT RESPONSE PLAN TO THE TEXAS WATER DEVELOPMENT BOARD; AND DECLARING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:**

**PART 1.** The attached Amended 2019 Revised Water Conservation Plan and Drought Response Plan are hereby approved for submittal to the Texas Water Development Board.

**PART 2.** This resolution shall be in full force and effect immediately from and after its passage.

**ADOPTED** on August 3, 2021.

  
Jane Hughson  
Mayor

Attest:

  
Tammy K. Cook  
Interim City Clerk





WATER  
CONSERVATION  
AND  
DROUGHT RESPONSE  
PLAN

**April 2019  
(Amended July 2021)**



# WATER CONSERVATION PLAN

**April 2019  
(Amended July 2021)**



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**Appendix A: Water Conservation and Drought Response Ordinance**

**Appendix B: San Marcos Water and Wastewater Rate Schedules**

**Appendix C: Map of San Marcos Water Service Area**

**Appendix D: San Marcos Utility Survey**

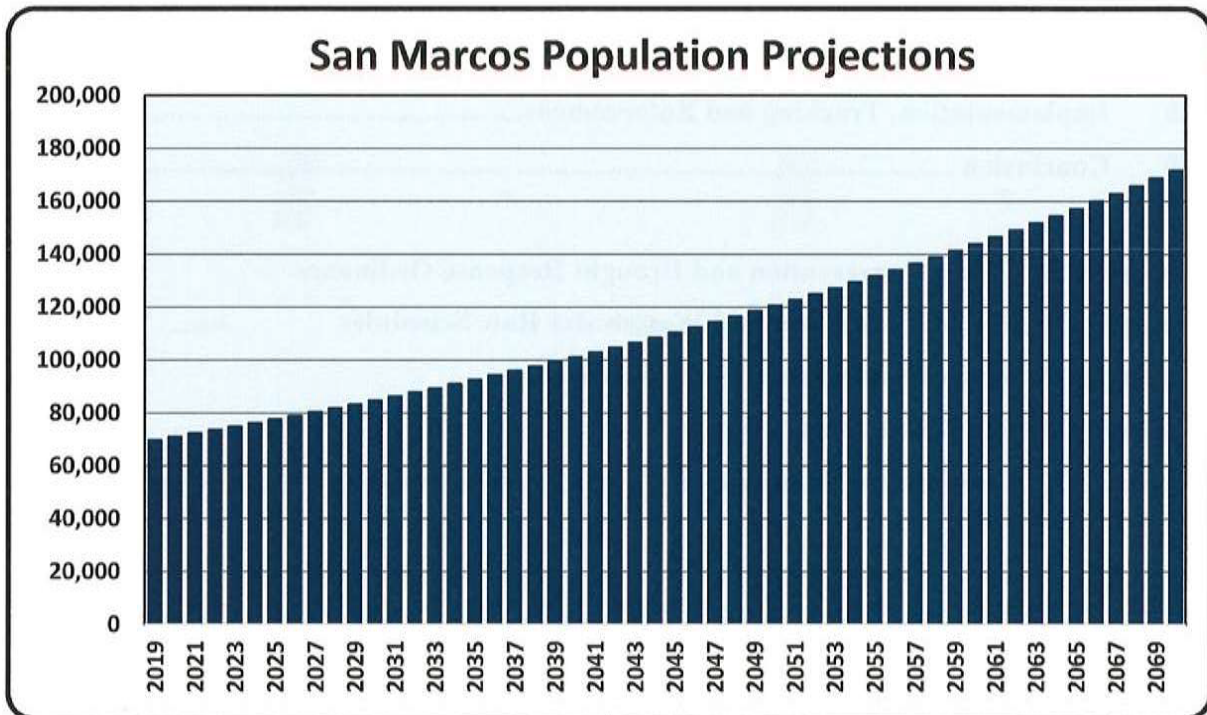
**Appendix E: Resolution of Adoption of Water Conservation and Drought Response Plan**

# Water Conservation Plan for the City of San Marcos, Texas

## 1.0 Introduction

The objectives of the City of San Marcos Water Conservation Plan (the Plan) are to improve efficiency of water use and to decrease per capita consumption in order to provide additional water supplies for future growth. Projections for the San Marcos area indicate that by 2038 current water supplies may be insufficient to meet the needs of a rapidly growing population. To address future water needs the City is investigating several water supply strategies including purchase of additional water rights, conservation of existing water resources, and reuse of existing resources. The City of San Marcos Water Supply Master Plan and South Central Texas (Region L) Water Planning Group have identified conservation of existing resources as an essential water management strategy for San Marcos and the south central Texas region.

The City of San Marcos currently utilizes both surface and ground water resources to meet its water needs. The majority of the water, about eighty percent, is obtained from Canyon Lake under contract with the Guadalupe Blanco River Authority (GBRA). The City is presently able to withdraw up to 10,000 acre-feet annually from Canyon Lake under the terms of the contract. The remainder of the City water supply is pumped from the Edwards Aquifer, which prior to 1999 was the sole water source for San Marcos. The City has a permit to use up to 5,433



acre-feet of Edwards Aquifer groundwater per year. These groundwater withdrawals may be reduced by up to 44% when aquifer levels fall below certain triggers, resulting in a firm groundwater supply of 3,043 acre-feet per year.

The agencies that govern these resources require preparation and implementation of effective water conservation plans. In addition to providing for the needs of a rapidly growing population, this Plan fulfills the requirements of the agencies that govern use of state waters. Section 13.146 of the Texas Water Code requires retail public utilities that provides potable water service to 3,300 connection or more to submit a water conservation plan to the Texas Water Development Board (TWDB). Texas Administrative Code (TAC) 31, Chapter 363 requires that entities applying for or receiving financial assistance of more than \$500,000 develop, submit and implement a water conservation plan. TAC 30, Chapter 288, enforced by the Texas Commission on Environmental Quality (TCEQ), requires surface water right holders to develop, submit and implement water conservation plans. The Edwards Aquifer Authority (EAA) requires groundwater permit holders to implement water conservation plans and to document their conservation efforts.

This Plan is applicable to all persons, customers, and properties located within the City of San Marcos Water/Wastewater Utility service area and to all persons, customers and properties using water provided by the City of San Marcos Water/Wastewater Utility. The Plan is also applicable to wholesale water customers. Every wholesale water supply contract that the City enters into requires that the wholesale customer adopt and implement a Water Conservation Plan that conforms to the TWDBs requirements, and submit it to the TWDB.

## **2.0 System Profile**

The City of San Marcos Water/Wastewater Utility is comprised of several components including groundwater pumping stations, a surface water production and treatment system, a water distribution system, a wastewater collection system, and a wastewater treatment facility. Over 75 City employees and contractors work to maintain these systems.

The groundwater system is comprised of six active Edwards Aquifer wells, which produce an average of 1.75 MGD, providing about twenty percent of the City's annual water usage.

The Regional Surface Water Treatment Plant began operation in January 2000 and has helped to drastically reduce the City's reliance on the Edwards Aquifer. The 20 mile long raw water pipeline and water treatment facility are operated and maintained by the GBRA. In 2008 the plant was expanded to operate at 21 MGD in order to accommodate additional users north of San Marcos. The facility currently produces about 6.40 MGD for San Marcos, supplying about eighty percent of the City's water needs.

The City maintains about 283 miles of water pipelines, ranging in size from 1.5 inch diameter water lines to 30 inch diameter mains. Nine storage tanks provide a combined storage capacity of approximately 5.9 million gallons.

The City maintains approximately 231 miles of wastewater collection mains, with 43 lift stations. The mains deliver wastewater to a 9 MGD wastewater treatment plant. Because much of the treated wastewater is discharged into the San Marcos River, the City is required to use advanced tertiary treatment in order to meet the 5-5-6-2-1 treatment quality standard.

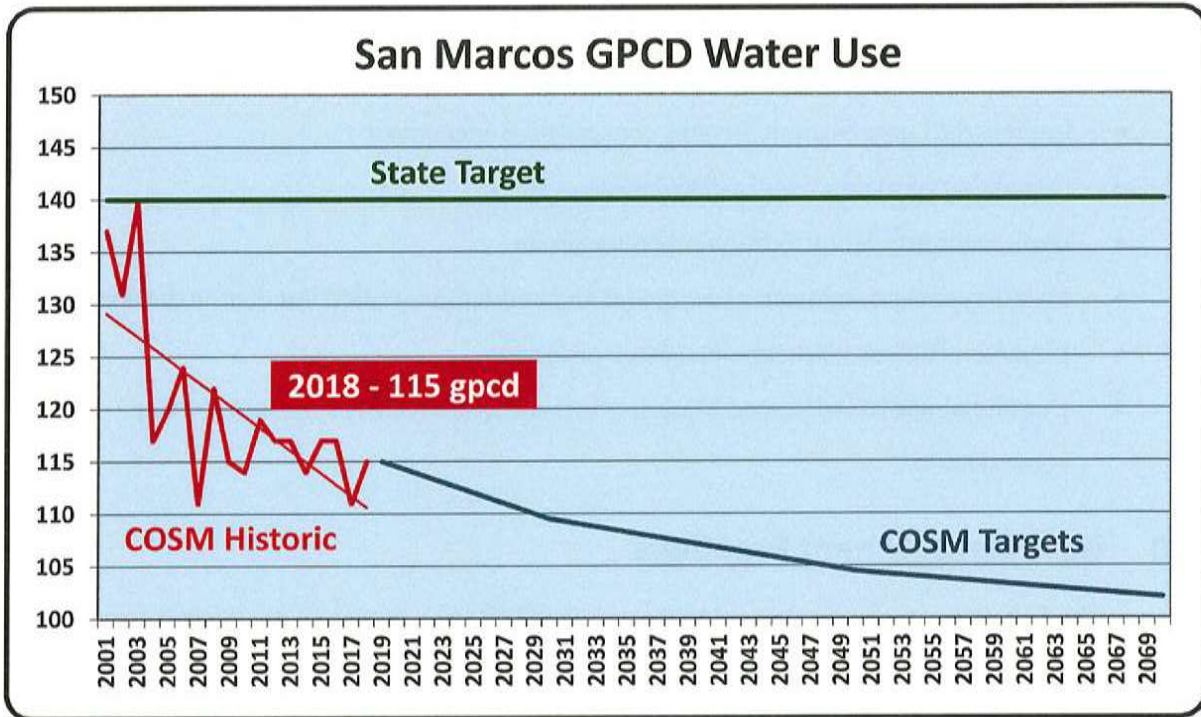
### **3.0 Customer Profile**

The City of San Marcos Water/Wastewater Utility currently provides water service to a population of 71,153 residents. The population is projected to double by 2058 and to exceed 170,000 by 2070 (Figure 1).

Water service is provided to approximately 12,942 system connections. About 86% of the connections are classified as Residential users, which includes single-family homes, duplexes, triplexes and fourplexes, apartment communities, and mobile home parks. The residential user class consumes about 56% of the annual water supply.

The Commercial classification makes up about 11% of total connections and is comprised of service establishments such as restaurants, hotels, retail stores, and offices. Commercial users consume approximately 24% of the annual supply. Governmental and Institutional users, about 3% of the customer base, include local, state, and federally owned facilities and community organizations such as schools, churches, and medical facilities. This user class consumes about 9% of the annual water supply. San Marcos has only 35 Industrial accounts which use only a small fraction of the annual supply.

In 2018 City of San Marcos water customers used an average of 115 gallons per capita per day (gpcd), with a residential gpcd of 56. Since 2009, per capita usage has ranged from 119 to 111 gallons per day, with an average use of 116 gpcd, and an average downward trend of 0.7 gpcd per year.



#### 4.0 Conservation Goals

The City of San Marcos has implemented numerous programs to reduce water consumption and improve efficiency. The City plans to continue development of current programs and to implement additional programs as needed, with a goal of reducing per capita usage as follows:

Year	Municipal GPCD	Residential GPCD	Water Loss GPCD
2024 (5-year target)	113	55	14
2029 (10-year target)	110	54	13
2044 (25-year target)	106	52	13
2069 (50-year target)	102	50	12

In order to reach these goals the City will employ a variety of water conservation best management practices (BMPs) including:

- Maintain unaccounted water usage at or below 12%;
- Continue meter replacement and testing programs;
- Continue system-wide leak detection programs;
- Expand public information and education programs;
- Acquire additional water conservation staff as needed;
- Continue residential and ICI water survey programs;
- Implement Large-scale ICI water conservation incentives;
- Expansion of reclaim water distribution system;
- Implement efficient irrigation rebate program;
- Install xeriscape, rainwater harvesting and condensate collection demonstration sites;
- Expand efficient landscape incentive program;
- Continued use of Advanced Metering Infrastructure (AMI) system for water conservation.

## **5.0 Best Management Practices**

The City has already implemented numerous BMPs as a means of reaching water conservation goals. BMPs are defined as established practices and techniques that have shown documented improvements in water use efficiency.

### **5.1 *Water Audit and Leak Detection/Repair Program***

The City conducts monthly and annual pre-screening water audits in an effort to determine and control unaccounted water usage. Unaccounted usage is determined through metered water production, metered sales, and other verifiable water uses such as fire-fighting and line flushing. The City also estimates water losses from known leaks.

In 2000, the City implemented a system-wide leak detection program, with one quarter of the system surveyed each year. Leaks are detected through sonic sounding of all service lines, fire hydrants and valves using leak detection equipment. Reports are generated throughout the survey period and leaks are repaired as soon as practicable, with precedence given to larger leaks.

In addition to the annual leak survey, the City conducts ongoing leak detection activities such as periodic visual inspection of lines and a 24-hour leak report hotline. Suspected and reported leaks are investigated immediately and repaired as soon as possible.

The City's aggressive leak detection and water audit program has lowered unaccounted water use to below 15%, the goal established by the American Water Works Association (AWWA). The City will continue to refine these programs with a goal of reducing and maintaining unaccounted usage below 12%.

## **5.2 *Universal Metering***

The City meters all water connections within the service area, and estimates unmetered uses such as fire-fighting, line flushing and water leaks. Construction water from hydrants is allowed only through portable metering devices controlled by the City. Compound water meters are used for customers that are likely to experience periodic low flows, such as apartment complexes and restaurants. Turbo meters are used for customers that are likely to experience only high flows such as car washes, laundromats and irrigation.

In 1987, the City implemented a meter replacement program in which all water meters within the service area are replaced on a ten-year cycle. In 1996 the City added a large meter testing program in which meters four inches and larger are tested annually and repaired or replaced as needed. Testing is accomplished through flow comparison with a calibrated digital water meter, with each meter tested at high, medium, and low flows. In addition to scheduled replacement and testing, meters that are suspected of malfunction are investigated immediately and repaired or replaced as needed.

In 2013 the City completed installation of an Advanced Metering Infrastructure (AMI) system for both water and electric meters. The AMI system provides hourly water usage data which City staff uses in water conservation audits and to identify customer-side leaks. The City utilizes AMI data to provide weekly Continuous Flow Reports to customers that appear to have customer-side water leaks. The City will continue to develop methods for utilizing AMI data and to expand use of this data in conservation programs.

## **5.3 *Water Conservation Ordinances***

In 1994, the City adopted its first year-round water conservation ordinance along with the drought management rules.

In 2006 the City adopted a water conservation plumbing code which sets forth requirements for commercial car washes, cooling systems, decorative water features, commercial dining facilities, on-premise laundry facilities and landscape irrigation systems. Irrigation system codes were updated in 2009 to reflect changes to state regulations.

The water conservation and drought response ordinance includes year-round rules that prohibit water waste, use of sprinklers during daytime hours, charity car washes, non-recirculating decorative water features and at-home car washing using open hoses. This ordinance is reviewed and updated periodically, with the latest amendment occurring in 2015.

The recently revised San Marcos Land Development Code also includes landscape water conservation measures for new development. These rules require developers and homebuilders to offer xeriscape options for new single-family homes, require use of low-water landscape materials, provide limitations of turf grass areas, and require minimum soil depths and quality.

#### **5.4 Conservation Pricing**

In 1994, the City implemented an increasing block rate structure for all water customers. The rates have been amended numerous times to arrive at the current rate schedule. Each active account is charged a minimum bill based on water meter size, and additional charges based on water use. Costs are higher for rural water customers than for customers within the corporate City limits, and the City offers a Lifeline rate for customers that qualify for financial assistance.

Single-family residential wastewater charges are based on average winter use, while all other users are based on actual metered water consumption. Accounts with dedicated landscape meters are not charged for wastewater service.

The City plans to continue the increasing block rate structure, with rate adjustments implemented as needed. Future adjustments may include seasonal water rates, drought surcharges, or higher rates for irrigation accounts.

#### **5.5 Public Information and Education**

The City maintains an active public information program to educate water users about the importance of water conservation, and to inform them of effective water conservation techniques. The goal is to reach all water customers and K-12 students through various methods including:

- written materials such as press releases, newsletter articles, and bill inserts;



- water conservation website;
- social media such as Facebook and Twitter;
- representation at public events such as the Business Expo;
- presentations for local groups, clubs, and organizations; and
- classroom presentations and sponsorship of water conservation curriculum.

The City will continue to develop and expand the public information program as additional resources become available. Future public information programs may include expanded use of social media and participation in state or region-wide conservation campaigns.

### **5.6 Conservation Staff**

In April 2001, the City created a water conservation position to develop, coordinate, and implement the City's water conservation and drought management programs. The position has evolved into a joint conservation coordinator for both the water and electric utilities. A full-time conservation technician position was added in 2009. Conservation staff are responsible for:

- development and management of the water conservation budget;
- execution and analysis of residential and ICI water audits;
- development and distribution of public information materials;
- coordination of water conservation school education program;
- development and implementation of rebate/incentive programs;
- preparation of mandated water conservation and drought management plans; and
- enforcement of conservation and drought ordinances.

Additional full or part-time conservation staff will be employed as the water conservation program develops.

### **5.7 Water Audit Program**

In May 2001, the City implemented a water audit program for single and multi-family residential water customers. Each audit includes an evaluation of household leaks, measurement of shower and faucet flow rates, measurement of toilet flush volumes, and assessment of other water uses within the home. Each customer receives general water conservation information as well as individualized information detailing specific water conservation strategies.

In 2002, the City implemented a water audit program for ICI customers. Each audit includes an analysis of known water uses including domestic water usage, process water usage, and equipment water usage which are used to determine water conservation opportunities.

The City will continue to offer water surveys for both residential and ICI water customers.

### **5.8 *Plumbing Retrofit Program***

The Plumbing Retrofit Program has been suspended due to mandated water-efficient plumbing codes and regional saturation.

The program was conducted in conjunction with the water audit program and other rebate/incentive programs. Customers that received a water audit or participated in City rebate/incentive programs were also eligible to receive free replacement showerheads, kitchen and bathroom faucet aerators, and toilet leak detection tablets. The City also distributed plumbing devices at public events and through direct door-to-door delivery.

### **5.9 *High-Efficiency Appliance Rebate Program***

The High-Efficiency Appliance Rebate Program has been suspended due to wide availability and competitive pricing of low-water use appliances.

The Wash-Smart Rebate Program was introduced in 2002 for single-family residential water customers, and encouraged use of efficient machines through monetary rebates determined by the level of efficiency of the machine. Criteria were obtained from the Consortium for Energy Efficiency (CEE).

In 2011 the City expanded the washer rebate program to include multi-family and ICI water customers, with higher rebates offered for commercial and coin-operated clothes washers.

### **5.10 *Toilet Replacement Program***

The Toilet Replacement Program has been suspended due to mandated efficiency standards, availability of efficient products, and market saturation.

The residential low-flow toilet replacement program was originally implemented in 1995 through funding received from the Edwards Underground Water District (EUWD). The City continued the toilet incentive program until 2017, with various adjustments to the program throughout the years including making the rebate available to multi-family residential and ICI

customers, offering rebates for low-flow urinals, offering rebates for installation of high-efficiency fixtures in new construction, and free high-efficiency toilet distribution events.

### **5.11 ICI Conservation Programs**

The City has historically implemented various programs for ICI water customers such as the annual Water Efficiency Achievement (WEA) awards introduced in 2003, and the Pre-Rinse Spray Valve Exchange program launched in 2004.

These programs have been suspended but the City will continue to research and develop additional cost-effective water conservation programs for ICI customers, including a large-scale commercial rebate program which can be customized for various conservation initiatives.

### **5.12 Reuse of Treated Effluent**

In 2001, the City began delivery of reclaimed wastewater to the American National Power (ANP) facility located near San Marcos. ANP uses the reclaimed water along with Guadalupe River water to cool their power-producing turbines. The reclaimed water is used instead of treated potable water to dilute the high total suspended solids (TSS) of the river water. Once used, the water goes to an onsite reverse osmosis treatment facility where it is treated and recirculated back into the cooling system.

In 2013 the City began delivering reclaim water to the TXI Hunter Cement Plant for use in plant process water and dust control. In 2016 the City added Brookfield Residential as a reclaim water customer for irrigation of the Kissing Tree Golf Course and streetscape areas.

As per the Direct Water Reuse Expansion Feasibility Study completed in 2014 through a partnership with Texas State University and the Texas Water Development Board, the City has installed reclaim water mains to provide reclaim water to the University thermal plants. The University is expected to make connection and begin utilizing the reclaim water in 2021. These reclaim water mains will also be used to irrigate City parks and athletic fields along the route.

### **5.13 Rainwater Harvesting Rebate Program**

In 2009 the City implemented a rebate program for purchase of rain barrels. The City has also provided distribution of free rain barrels in conjunction with Native Plant Sales, and has sponsored rain barrel sales through contractor partnerships. The rebate program has been expanded to include rebates for large rainwater and condensate collections systems.

#### **5.14 Efficient Landscape and Irrigation Rebate Program**

In 2013 the City implemented an irrigation system evaluation program. Through this program the City provides free irrigation system check-ups for residential and commercial water customers to insure their irrigation systems are operating efficiently. The evaluation includes checking for leaks, making sure heads are adjusted properly, checking pressure, and making sure the controller is set properly.

In 2017 the City launched the Soil Saver Rebate Program to encourage development of healthy, drought-tolerant soils. The program includes rebates for core aeration, compost application and use of mulch, and is open to all City of San Marcos water customers.

In 2020 the City implemented a Grass Removal Rebate to encourage single-family water customers to replace water-intensive lawn areas with low or no-water use alternatives such as xeriscape beds, decorative stone, pervious patis and artificial turf grass.

### **6.0 Implementation, Tracking and Enforcement**

The Water Conservation Plan is implemented by the Water/Wastewater Utilities Director and conservation staff. Funding for water conservation programs is provided through water rates.

The water conservation program is tracked both as a whole and individually for each program. GPCD is the primary method of tracking success of the conservation program overall. Individual programs are tracked through measured or estimated water savings when possible, or through participation rates or other means. Water conservation program information is reported annually to the TWDB.

City of San Marcos water conservation ordinances are enforced by the Water/Wastewater Utilities Director and conservation staff, code compliance officers, the San Marcos Police Department and Municipal Court, and other City employees as appropriate. First offenses generally receive a verbal or written notice of violation, along with public education materials. Repeat offenses may result in assessment of civil penalties, misdemeanor fines, and suspension of water service.

## **7.0 Conclusion**

Water conservation is an effective and cost-effective method of reducing municipal water demand, and is a necessary component of a successful water supply plan. Through conservation the City of San Marcos plans to reduce water use to 102 gpcd by 2070. The City has already implemented numerous best management practices, and plans to implement additional best management practices as needed to meet its conservation goals.



# DROUGHT RESPONSE PLAN

April 2019

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**Appendix A: Water Conservation and Drought Response Ordinance**

**Appendix B: San Marcos Water and Wastewater Rate Schedules**

**Appendix C: Map of San Marcos Water Service Area**

**Appendix D: San Marcos Utility Survey**

**Appendix E: Resolution of Adoption of Water Conservation and Drought Response Plan**

# **Drought Response Plan for the City of San Marcos, TX**

## **1.0 Introduction**

Droughts and other uncontrollable circumstances can disrupt availability of water supplies from both ground and surface water sources. Higher consumer demands during drought periods place additional strain on already stressed water supplies. Limitations on the supply of either ground or surface water, or on facilities to pump, treat, store, or distribute water constitute an emergency demand management situation.

The objectives of the City of San Marcos Drought Response Plan (the Plan) are to protect water supplies in order to protect human health, safety and welfare, and to minimize adverse impacts caused by drought and other uncontrollable water supply emergencies. The objectives will be achieved through implementation of both voluntary and mandatory demand management measures. The goal of demand management is to reduce non-essential water uses such as landscape irrigation, ornamental fountains and ponds, washing of motor vehicles and washing of impervious surfaces, in order to provide an uninterrupted supply of water for essential uses such as drinking, bathing, sanitation, and fire protection.

The San Marcos Emergency Water Demand Management Plan was originally established in 1991 and was revised by the San Marcos City Council in 1994 and 1996. The Plan has been amended several times to provide consistency with guidelines established by applicable state entities including the Texas Commission on Environmental Quality (TCEQ), Texas Water Development Board (TWDB), Edwards Aquifer Authority (EAA), and Region L Planning Group.

The Plan currently provides for year-round restrictions and four demand management stages, and includes the following elements:

- Trigger conditions signaling the start of each drought response stage;
- Reduction goals for each drought response stage;
- Mandatory demand reduction measures for each stage; and
- Penalties for violations.



The provisions of the Plan apply to all persons, customers, and property located within the San Marcos city limits and to all persons, customers, and property utilizing water provided by the City of San Marcos. These requirements do not apply to alternative sources of water such as rainwater, gray water and reclaimed water.

## **2.0 Public Participation and Notification**

The public is invited to participate in updates and actions relative to the Drought Response Plan through various public information outlets including the City of San Marcos internet site, press releases, bill inserts, and other methods as deemed appropriate. The City of San Marcos periodically provides the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated, and the drought response measures to be implemented in each stage.

As specified under Section 86.058 of the ordinance, notices to implement or terminate each respective stage of the demand management plan “shall be posted on the city internet web site, broadcast on the city cable channel, released to public media outlets, and published in whole or in summary form in at least one newspaper of general circulation within the city.” The Director of the City of San Marcos Water/Wastewater Utilities (Director) may also directly notify other individuals, agencies and entities as deemed necessary.

## **3.0 Initiation and Termination**

The Director will monitor water supply conditions on a daily basis in order to determine when the “trigger” conditions described below justify initiation or termination of each demand management stage. The triggering criteria are based on levels established by the Edwards Aquifer Authority to protect spring flows and endangered species during critical period conditions. Although the trigger criteria are expressed in terms of Edwards Aquifer index well levels, the water demand reduction measures are applicable to both ground and surface water components of the supply.

Any stage of the Drought Response Plan may be implemented when a water quality, water supply, distribution system or other emergency exists as determined by the Director.

Each stage shall be terminated when the criteria are no longer satisfied, or as otherwise determined by the Director.

TRIGGER (10-day average)	STAGE 1	STAGE 2	STAGE 3	STAGE 4	STAGE 5
J-17 Index Well Level (MSL)	<660	<650	<640	<630	<625
San Marcos Spring Flow (CFS)	<96	<80	<65	<50	<50
Comal Spring Flow (CFS)	<225	<200	<150	<100	<45

#### **4.0 Goals**

The goals of the Drought Response Plan are to achieve reductions in water usage by limiting non-essential water uses. The specific reduction goals for each demand management stage are as follows:

- Stage 1: Reduce total water usage by 10%.
- Stage 2: Reduce total water usage by 20%.
- Stage 3: Reduce total water usage by 30%.
- Stage 4: Reduce total water usage by 40%.
- Stage 5: Reduce total water usage by 44%.
- Emergency: Reduce total water usage as needed to protect human health, safety and welfare.

#### **5.0 Demand Management Measures**

The City of San Marcos Drought Response Plan includes year-round restrictions and five drought response stages with progressively stringent demand management measures for the following:

- Water waste;
- Irrigation with hose-end sprinklers and automatic sprinkler irrigation systems;
- Irrigation with hand-held bucket, hand-held hose, soaker hose and drip irrigation systems;
- Irrigation of golf courses, athletic fields and commercial nurseries;
- Vehicle washing;

- Swimming pools;
- Aesthetic water features;
- Washing of impervious surfaces;
- Foundation watering; and
- Other non-essential water uses.

Specific measures for each stage can be found in the Water Conservation Ordinance in Appendix A.

## **6.0 Variances**

The Director may grant a variance to the provisions of this Plan if it is determined that special circumstances exist. A variance will be considered if it meets any of the following conditions:

- Compliance will adversely affect public health and/or safety,
- Compliance cannot be technically accomplished, or
- Alternative methods can be implemented which will achieve the same reduction in water use.

Persons requesting an exemption from the provisions of this Plan must file a petition for variance with the Director. Petitions for variance must include the following information:

- Name and address of petitioner(s),
- Purpose and location of water use,
- Specific provision(s) of the Plan from which the petitioner is requesting a variance,
- Detailed explanation of how the specific provision of the Plan will adversely affect the petitioner,
- Period of time for which the variance is sought,
- Alternative demand management measures the petitioner is taking or proposes to take to meet the intent of this Plan, and
- Any other pertinent information as requested.

Petitions for variance will be reviewed and acted upon within two weeks of receipt. If the petition for variance is denied, the petitioner may request an appeal from the San Marcos City Manager.

New landscape variances may be issued to allow additional watering days for the establishment of newly installed landscaping. New landscape variances will not be issued in June, July or August of any year, or at any time when stage 3 or higher is in effect.

Variances may also be issued for residential customers that wish to request an alternative to their designated weekday. The request must be submitted in writing to the director, and shall have a term of one year.

## **7.0 Implementation and Enforcement**

The City of San Marcos Drought Response Plan is implemented and enforced in accordance with sections 86.066 – 86.071 of the drought response ordinance. Enforcement personnel include the director and designated public services staff, City peace officers, City code enforcement officers, and other individuals authorized to enforce City ordinances. Enforcement actions may include education, formal notices of violation, civil penalties assessed through the utility billing system, misdemeanor charges, installation of flow control devices and termination of water service.

**APPENDIX A:**

**WATER CONSERVATION  
AND  
DROUGHT RESPONSE  
ORDINANCES**

## SAN MARCOS CITY CODE CHAPTER 86, ARTICLE 2 DIVISION 2. WATER CONSERVATION

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### Section 86.056. Definitions.

Terms in this division have the following meanings unless otherwise specified:

*Aesthetic water feature* means a fountain, waterfall, landscape lake or pond, or another decorative feature where the use is entirely ornamental and serves no other functional purpose.

*Alternative water* means any water from a source on or available to a customer's premises from a source other than directly from the city's water sources. Alternative water sources include the following:

- (1) Water from a natural source such as a spring, pond, or river (if permitted).
- (2) Reclaimed water.
- (3) Gray water.
- (4) Rain water.
- (5) Any water supplied by the city water system that has passed through a point of delivery and is no longer controlled by the public water system.

The term does not include water from a well.

*Aquifer* means the Edwards Aquifer.

*Automatic sprinkler irrigation system* means a system of fixed pipes and sprinkler heads that apply water to landscape plants or turf.

*Cfs* means cubic feet per second.

*Charity car wash* means any special event involving the washing of vehicles for a donation.

*Commercial car wash* means any permanently located or mobile car wash that washes automobiles, trucks, trailers, boats and other mobile equipment for a fee.

*Commercial vehicle washing* means washing of automobiles, trucks, trailers, boats, and other mobile equipment at any commercial car wash or fleet maintenance facility, or at any location other than a private residence.

## SAN MARCOS CITY CODE CHAPTER 86, ARTICLE 2

### DIVISION 2. WATER CONSERVATION

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*Designated usage time* means the established time periods for which particular types of water use are allowed unless otherwise specified within the ordinance. The designated usage times are as follows:

- (1) For standard time, water use is allowed from midnight to 10 a.m. and 5 p.m. to midnight.
- (2) For daylight savings time, water use is allowed from midnight to 10 a.m. and 8 p.m. to midnight.

*Designated weekday* means the weekday within each calendar week for which particular types of water use are allowed, which shall be the day specified in a variance request filed under section 86.064-1 or which shall be the day based on the last number of the street address for a property, as follows:

- (1) Monday - street addresses ending with 0 or 1
- (2) Tuesday - street addresses ending with 2 or 3
- (3) Wednesday - street addresses ending with 4 or 5
- (4) Thursday - street addresses ending with 6 or 7
- (5) Friday - street addresses ending with 8 or 9

*Director* means the director of the Public Services Department, or a person designated by the director to act in his or her behalf, including the water conservation coordinator.

*Distribution uniformity* means a measure of how uniformly water is applied to an irrigated area, expressed as a percentage.

*Drip irrigation system* means a system of fixed pipes or hoses with emitters designed to apply water to plants slowly and under pressurized conditions at or below the soil surface.

*EAA* means Edwards Aquifer Authority.

*Existing facility* means a swimming pool, hot tub, aesthetic water feature or any similar facility, installed during any period for which a drought response stage is not in effect.

*Existing landscape* means landscaping plants and/or turf on which installation was completed more than 21 days from current date.

## SAN MARCOS CITY CODE CHAPTER 86, ARTICLE 2 DIVISION 2. WATER CONSERVATION

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*Gray water* means water that has previously been used in sinks, showers, bath tubs and clothes washing machines.

*Hand-held bucket* means a container holding five gallons or less.

*Hand-held hose* means a hose equipped with a positive shutoff device.

*Health and safety use* means use of water for any purpose that is necessary to protect human health and safety.

*Impervious surface* means a type of surface that prevents water from penetrating directly into the ground. Impervious surfaces include, but are not limited to, sidewalks, driveways, paved streets, and pavers or stones set with mortar.

*Index well* means the Edwards Aquifer water level index well in San Antonio, Texas denoted as well AY-68-37-203 (J-17).

*Irrigation conservation plan* means a plan that outlines specific measures to be taken during drought stages to progressively reduce consumption in higher drought stages. The plan must include an irrigation system maintenance plan and an irrigation system analysis, and must meet reduction goals as established by the director.

*Irrigation system analysis* means a zone-by-zone analysis of an irrigation system that includes the following elements:

- (1) A detailed site inspection including examination of soil types, root zone depths, operating pressures, and sprinkler heads/valves;
- (2) A determination of precipitation rates and distribution uniformity (DU); and
- (3) Basic seasonal irrigation schedules.

*Landscape watering* means the application of water to grow landscaping plants.

*Landscaping plant* means any plant, including any tree, shrub, vine, herb, flower, vegetable, fruit, succulent, ground cover or grass species that is used for landscaping purposes or for the support of intensive recreational areas including playgrounds and playing fields.

*Makeup* means partial refilling of a swimming pool or hot tub or aesthetic water feature to replace water lost through evaporation or backwashing.

*Mobile car wash* means a commercial car wash equipped with a vehicle or trailer-mounted self-contained washing system with any of the following: water or detergent



## SAN MARCOS CITY CODE CHAPTER 86, ARTICLE 2

### DIVISION 2. WATER CONSERVATION

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solution, storage tank, high pressure/low flow pumping equipment, hoses, spray wand and related appurtenances.

*New facility* means a swimming pool, hot tub, aesthetic water feature or any similar facility, installed during any period for which a drought response stage is in effect. When the stage, together with all other stages which precede or succeed that stage in a continuous time period, is rescinded, the new facility will be treated thereafter as an existing facility.

*New landscape* means landscaping plants and/or turf on which installation was completed within the last 21 days.

*Non-commercial vehicle washing* means washing of automobiles, trucks, trailers, boats, and other mobile equipment at a private residence.

*Non-essential water use* means any usage of water that is not required for:

- (1) a health and safety use;
- (2) personal needs such as drinking, bathing, cooling, heating, cooking, food preparation, cleaning or sanitation;
- (3) medical or industrial processes; or
- (4) watering of livestock.

*Not in use* means as it relates to swimming pools, hot tubs and similar facilities, a facility which is not used during any 24 hour period.

*Person* means, with respect to this division, any individual, corporation, partnership, or other legal entity within the corporate limits of the City, or any individual, corporation, partnership, or other legal entity outside the corporate limits of the city who is a city water customer.

*Positive shutoff device* means a device which permits water to flow through it only when a continuous pressure is applied to a handle, trigger, or similar portion of the device.

*Precipitation rate* means the speed at which a sprinkler or irrigation system applies water. Precipitation rates are measured in inches per hour or inches per minute.

*Reclaimed water* means treated wastewater that is recycled or reused after it has been used for another purpose.

*Soaker hose* means a portable hose with small openings that applies water slowly to plants at the soil surface.

## SAN MARCOS CITY CODE CHAPTER 86, ARTICLE 2 DIVISION 2. WATER CONSERVATION

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*Swimming pool* means any structure, basin, chamber or tank, including hot tubs, containing an artificial body of water for swimming, diving or recreational bathing, and having a depth of two (2) feet or more at any point.

*Vegetable garden* means a plot of land dedicated to cultivation of edible plants intended for human consumption.

*Waste* means any activity which causes or results in excessive water usage, including but not limited to the following:

- (1) allowing water to run off a property onto adjacent properties, or into a gutter, ditch, drain, creek, or any other natural or man-made water course;
- (2) operating a sprinkler system with broken heads or pipes, or with misaligned spray heads that direct water over a street or parking lot; or
- (3) failure to repair any controllable leak.

### **Section 86.057. Applicability.**

The requirements set forth under this division apply to all persons and entities located within the city limits, and to all persons and entities using water provided by the city water utility. These requirements do not apply to alternative sources of water such as rainwater, gray water and reclaimed water.

### **Section 86.058. Implementation and termination of drought response stages.**

The director shall monitor water supply conditions on a daily basis and provide information to the city manager. The director shall issue notices to implement or terminate drought response stages as follows:

- (1) *Stage 1.*
  - a. Stage 1 shall be implemented when any one of the following conditions occur, or as otherwise determined by the director:
    1. The ten-day average aquifer level is less than 660 feet above mean sea level as measured at the J-17 index well; or
    2. The ten-day average discharge rate of San Marcos Springs is below 96 cfs as measured at the San Marcos gauging station; or

## SAN MARCOS CITY CODE CHAPTER 86, ARTICLE 2

### DIVISION 2. WATER CONSERVATION

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3. The ten-day average discharge rate of Comal Springs is below 225 cfs as measured at the Comal gauging station.
    - b. Stage 1 shall be terminated when the conditions in subsection (1) are no longer satisfied, or as otherwise determined by the director.
  - (2) *Stage 2.*
    - a. Stage 2 shall be implemented when any one of the following conditions occur, or as otherwise determined by the director:
      1. The ten-day average aquifer level is less than 650 feet above mean sea level as measured at the J-17 index well; or
      2. The ten-day average discharge rate of San Marcos Springs is below 80 cfs as measured at the San Marcos gauging station; or
      3. The ten-day average discharge rate of Comal Springs is below 200 cfs as measured at the Comal gauging station.
    - b. Stage 2 shall be terminated when the conditions in subsection (1) are no longer satisfied, or as otherwise determined by the director.
  - (3) *Stage 3.*
    - a. Stage 3 shall be implemented when any one of the following conditions occur, or as otherwise determined by the director:
      1. The ten-day average aquifer level is less than 640 feet above mean sea level as measured at the J-17 index well; or
      2. The ten-day average discharge rate of San Marcos Springs is below 65 cfs as measured at the San Marcos gauging station; or
      3. The ten-day average discharge rate of Comal Springs is below 150 cfs as measured at the Comal gauging station.
    - b. Stage 3 shall be terminated when the conditions in subsection (1) are no longer satisfied, or as otherwise determined by the director.
  - (4) *Stage 4.*

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- a. Stage 4 shall be implemented when any one of the following conditions occur, or as otherwise determined by the director:
    - 1. The ten-day average aquifer level is less than 630 feet above mean sea level as measured at the J-17 index well; or
    - 2. The ten-day average discharge rate of San Marcos Springs is below 55 cfs as measured at the San Marcos gauging station; or
    - 3. The ten-day average discharge rate of Comal Springs is below 100 cfs as measured at the Comal gauging station.
  - b. Stage 4 shall be terminated when the conditions in subsection (1) are no longer satisfied, or as otherwise determined by the director.
- (5) *Stage 5.*
- a. Stage 5 shall be implemented when any one of the following conditions occur, or as otherwise determined by the director:
    - 1. The ten-day average aquifer level is less than 625 feet above mean sea level as measured at the J-17 index well; or
    - 2. The ten-day average discharge rate of San Marcos Springs is below 50 cfs as measured at the San Marcos gauging station; or
    - 3. The ten-day average discharge rate of Comal Springs is below 45 cfs, or the three-day average discharge is below 40 cfs as measured at the Comal gauging station.
  - b. Stage 5 shall be terminated when the conditions in subsection (1) are no longer satisfied, or as otherwise determined by the director.
- (6) *Water quality, water supply, distribution system or other emergency.* Any stage may be implemented when a water quality, water supply, distribution system or other emergency exists as determined by the director. The stage will be terminated when the conditions which prompted initiation of the restrictions no longer exist.
- (7) *Notice of implementation and termination of stages.* Notices of implementation and termination of stages shall be posted on the city internet web site, broadcast on the city cable channel, released to public media

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outlets, and published in whole or in summary form in at least one newspaper of general circulation within the city.

### **Section 86.059. Year-round water use allowances and restrictions.**

The following allowances and restrictions are in effect at all times; however, the allowances and restrictions may be superseded by more stringent restrictions upon implementation of a drought response stage.

- (1) Waste of water is prohibited at all times.
- (2) Irrigation with hose-end sprinklers and automatic sprinkler irrigation systems is allowed during designated usage times.
- (3) Irrigation with soaker hose and drip irrigation systems is allowed on any day and at any time.
- (4) Irrigation with hand-held bucket or hand-held hose is allowed on any day and at any time.
- (5) Irrigation of golf courses and athletic fields with sprinklers is allowed during designated usage times.
- (6) Irrigation of plants in inventory at commercial nurseries is allowed on any day and at any time.
- (7) Irrigation of vegetable gardens is allowed on any day and at any time.
- (8) Vehicle washing.
  - a. Charity car washes are prohibited unless held at a commercial car wash.
  - b. Non-commercial vehicle washing is allowed on any day and at any time, but must be done using a hand-held bucket or a hand-held hose equipped with a positive shutoff device.
  - c. Commercial vehicle washing is allowed on any day and at any time.
- (9) Swimming pools located outdoors should be covered while not in use to minimize evaporative losses.
- (10) Operation of non-recirculating aesthetic water features is prohibited at all times.

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- (11) Washing of impervious surfaces is allowed but should be limited unless required for health and safety use.
- (12) Foundation watering is allowed on any day and at any time.
- (13) Other non-essential water uses are allowed but all reasonable measures shall be taken to limit the use.

#### **Section 86.060. Stage 1 water use allowances and restrictions.**

The following measures are in effect for any period when stage 1 of the drought response plan has been implemented:

- (1) Waste of water is prohibited.
- (2) Irrigation with hose-end sprinklers is allowed only one day per week on the designated weekday during designated usage times. Irrigation with automatic sprinkler irrigation systems is allowed only one day per week between the hours of 8:00 p.m. on the designated weekday and 8:00 a.m. on the following day.
- (3) Irrigation with soaker hose and drip irrigation system is allowed on any day and at any time.
- (4) Irrigation with hand-held bucket or hand-held hose is allowed on any day and at any time.
- (5) Irrigation of golf courses and athletic fields is restricted as follows:
  - a. Irrigation of out-of-play areas such as entryways and clubhouses shall follow general Stage 1 irrigation restrictions.
  - b. Irrigation of in-play areas shall follow general Stage 1 irrigation restrictions unless an irrigation conservation plan has been submitted and approved by the director. If the general irrigation restrictions are being followed, alternative days may be requested to accommodate field usage schedules.
- (6) Irrigation of plants in inventory at commercial nurseries is allowed on any day and at any time.
- (7) Irrigation of vegetable gardens using hand-held bucket, hand-held hose, soaker hose or drip irrigation is allowed on any day and at any time.
- (8) Vehicle washing is restricted as follows:

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- a. Charity car washes are prohibited unless held at a commercial car wash.
  - b. Non-commercial vehicle washing is allowed one day per week and must be done using a hand-held bucket or a hand-held hose equipped with a positive shutoff device.
  - c. Commercial vehicle washing is allowed on any day and at any time.
- (9) Swimming pools located outdoors should be covered when not in use to minimize evaporative losses.
  - (10) Operation of non-recirculating aesthetic water features is prohibited.
  - (11) Washing of impervious surfaces is allowed only one day per week.
  - (12) Foundation watering using drip system, soaker hose or hand-held hose is allowed only one day per week.
  - (13) Other non-essential water uses are allowed but all reasonable measures shall be taken to limit the use.

#### **Section 86.061. Stage 2 water use allowances and restrictions.**

The following measures are in effect for any period when stage 2 of the drought response plan has been implemented:

- (1) Waste of water is prohibited.
- (2) Irrigation with hose-end sprinklers is allowed only one day per week on the designated weekday during designated usage times. Irrigation with automatic sprinkler irrigation systems is allowed only one day per week between the hours of 8:00 p.m. on the designated weekday and 8:00 a.m. on the following day.
- (3) Irrigation with soaker hose and drip irrigation system is allowed on any day during designated usage times.
- (4) Irrigation with hand-held bucket or hand-held hose is allowed on any day and at any time.
- (5) Irrigation of golf courses and athletic fields is restricted as follows:

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- a. Irrigation of out-of-play areas such as entryways and clubhouses shall follow general Stage 2 irrigation restrictions.
  - b. Irrigation of in-play areas shall follow general Stage 2 irrigation restrictions unless an irrigation conservation plan has been submitted and approved by the director. If the general irrigation restrictions are being followed, alternative days may be requested to accommodate field usage schedules.
- (6) Irrigation of plants in inventory at commercial nurseries is allowed on any day and at any time.
- (7) Irrigation of vegetable gardens using hand-held bucket, hand-held hose, soaker hose or drip irrigation is allowed on any day and at any time.
- (8) Vehicle washing is restricted as follows:
- a. Charity car washes are prohibited except at a commercial car wash.
  - b. Non-commercial vehicle washing is allowed one day per week and must be done using a hand-held bucket or hand-held hose equipped with a positive shutoff device.
  - c. Commercial vehicle washing is allowed on any day and at any time.
- (9) Swimming pools located outdoors should be covered when not in use to minimize evaporative losses.
- (10) Filling of new aesthetic water features is prohibited.
- (11) Washing of impervious surfaces is allowed only one day per week.
- (12) Foundation watering using a drip system, soaker hose or hand-held hose is allowed only one day per week.
- (13) Other non-essential water uses are allowed but all reasonable measures shall be taken to limit the use.

#### **Section 86.062. Stage 3 water use allowances and restrictions.**

The following measures are in effect for any period when stage 3 of the drought response plan is in effect:

- (1) Waste of water is prohibited.



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- (2) Irrigation with hose-end sprinklers is allowed only one day every other week beginning on the second Monday after stage 3 has been declared, on the designated weekday during designated usage times. Irrigation with automatic sprinkler irrigation systems is allowed only one day every other week, beginning on the second Monday after stage 3 has been declared, between the hours of 8:00 p.m. on the designated weekday and 4:00 a.m. on the following day.
- (3) Irrigation with soaker hose and drip irrigation system is allowed on any day during the designated usage times.
- (4) Irrigation with hand-held bucket or hand-held hose is allowed on any day and at any time.
- (5) Irrigation of golf courses and athletic fields is restricted as follows:
  - a. Irrigation of out-of-play areas such as entryways and areas around clubhouses shall follow general Stage 3 irrigation restrictions.
  - b. Irrigation of in-play areas shall follow general Stage 3 irrigation restrictions unless an irrigation conservation plan has been submitted and approved by the director. If the general irrigation restrictions are being followed, alternative days may be requested to accommodate field usage schedules
- (6) Irrigation of plants in inventory at commercial nurseries is allowed on any day and at any time
- (7) Irrigation of vegetable gardens using hand-held bucket, hand-held hose, soaker hose or drip irrigation is allowed on any day and at any time.
- (8) Vehicle washing is restricted as follows:
  - a. Charity car washes are prohibited unless held at a commercial car wash.
  - b. Non-commercial vehicle washing is allowed one day per week and must be done using a hand-held bucket or hand-held hose equipped with a positive shutoff device.
  - c. Commercial vehicle washing is allowed on any day and at any time.
- (9) Swimming pools located outdoors should be covered when not in use to minimize evaporative losses.

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- (10) Operation of outdoor aesthetic water features is prohibited.
- (11) Washing of impervious surfaces is prohibited unless required for health and safety purposes.
- (12) Foundation watering using a drip system, soaker hose or hand-held hose is allowed only one day per week.
- (13) Other non-essential water uses are allowed but all reasonable measures shall be taken to limit the use.

#### **Section 86.063. Stage 4 water use allowances and restrictions.**

The following measures are in effect for any period when stage 4 of the drought response plan is in effect:

- (1) Waste of water is prohibited.
- (2) Irrigation with hose-end sprinklers is allowed only one day every other week beginning on the second Monday after stage 3 has been declared, on the designated weekday during designated usage times. Irrigation with automatic sprinkler irrigation systems is allowed only one day every other week, beginning on the second Monday after stage 3 has been declared, between the hours of 8:00 p.m. on the designated weekday and 4:00 a.m. on the following day.
- (3) Irrigation with soaker hose and drip irrigation system is allowed only one day per week on the designated weekday during designated usage times.
- (4) Irrigation with hand-held bucket or hand-held hose is allowed on any day during designated usage times.
- (5) Irrigation of golf courses and athletic fields is restricted as follows:
  - a. Irrigation of out-of-play areas such as entryways and areas around clubhouses shall follow general Stage 3 irrigation restrictions.
  - b. Irrigation of in-play areas shall follow general Stage 3 irrigation restrictions unless an irrigation conservation plan has been submitted and approved by the director. If the general irrigation restrictions are being followed, alternative days may be requested to accommodate field usage schedules

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- (6) Irrigation of plants in inventory at commercial nurseries is allowed on any day and at any time.
- (7) Irrigation of vegetable gardens using hand-held bucket, hand-held hose, soaker hose or drip irrigation is allowed on any day during designated usage times.
- (8) Vehicle washing is restricted as follows:
  - a. Charity car washes are prohibited unless held at a commercial car wash.
  - b. Non-commercial vehicle washing is allowed one day per week and must be done using a hand-held bucket or hand-held hose equipped with a positive shutoff device.
  - c. Commercial vehicle washing is allowed on any day and at any time.
- (9) Swimming pools:
  - a. Swimming pools located outdoors should be covered when not in use to minimize evaporative losses.
  - b. Filling existing swimming pools is prohibited unless required for health and safety purposes.
  - c. Filling new swimming pools is allowed.
  - d. Make up of existing pools is allowed.
- (10) Operation of outdoor aesthetic water features is prohibited.
- (11) Washing of impervious surfaces is prohibited unless required for health and safety purposes.
- (12) Foundation watering using a drip system, soaker hose or hand-held hose is allowed only one day per week.
- (13) Other non-essential water uses are allowed but all reasonable measures shall be taken to limit the use.

#### **Section 86.064. Stage 5 water use allowances and restrictions.**

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The following measures are in effect for any period when stage 5 of the drought response plan is in effect:

- (1) Waste of water is prohibited.
- (2) Irrigation with hose-end sprinklers and automatic sprinkler irrigation systems is prohibited.
- (3) Irrigation with soaker hose and drip irrigation system is allowed only one day every other week beginning on the second Monday after stage 5 has been declared, on the designated weekday during designated usage times.
- (4) Irrigation with hand-held bucket or hand-held hose is allowed only one day per week on the designated weekday during designated usage times.
- (5) Irrigation of golf courses and athletic fields is restricted as follows:
  - a. Irrigation of out-of-play areas such as entryways and areas around clubhouses shall follow general Stage 3 irrigation restrictions.
  - b. Irrigation of in-play areas shall follow general Stage 3 irrigation restrictions unless an irrigation conservation plan has been submitted and approved by the director. If the general irrigation restrictions are being followed, alternative days may be requested to accommodate field usage schedules
- (6) Irrigation of plants in inventory at commercial nurseries is allowed on any day and at any time.
- (7) Irrigation of vegetable gardens using hand-held bucket, hand-held hose, soaker hose or drip irrigation is allowed on any day during designated usage times.
- (8) Vehicle washing is restricted as follows:
  - a. Charity car washes are prohibited unless held at a commercial car wash.
  - b. Non-commercial vehicle washing is prohibited.
  - c. Commercial vehicle washing is allowed on any day and at any time.
- (9) Swimming pools:

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- a. Swimming pools located outdoors should be covered when not in use to minimize evaporative losses.
  - b. Filling existing swimming pools is prohibited unless required for health and safety purposes.
  - c. Filling new swimming pools is prohibited.
  - d. Make up of existing pools is allowed.
- (10) Operation of outdoor aesthetic water features is prohibited.
- (11) Washing of impervious surfaces is prohibited unless required for health and safety purposes.
- (12) Foundation watering using a drip system, soaker hose or hand-held hose is allowed only one day per week.
- (13) Other non-essential water uses are allowed but all reasonable measures shall be taken to limit the use.

#### **Section 86.065. Variances.**

(a) The director may grant a variance from the requirements of this article if it is determined that special circumstances exist and that:

- (1) compliance with this article adversely affects the health or safety of the public;
- (2) compliance with this article can not be technically accomplished; or
- (3) alternative methods can be implemented that will achieve the same reduction in water use.

(b) A request for variance will not be considered if submitted after an enforcement action has been taken.

(c) A person may seek a variance from the provisions of this article by filing a written petition for variance with the director. Any petition for variance must include the following information:

- (1) Name and address of petitioner(s);
- (2) Purpose and location of water use;

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- (3) Specific provisions of this division for which the petitioner is requesting a variance;
  - (4) Detailed explanation of how the specific provisions will adversely affect the petitioner(s);
  - (5) Period of time for which the variance is sought;
  - (6) Alternative measures the petitioner proposes to implement in order to meet the intent of this division; and
  - (7) Any other pertinent information as required by the director.
- (d) The director will have two weeks from receipt of the petition for variance to review and act upon the request. If no action is taken within two weeks, the request shall be considered denied.
- (e) Approved variances shall include a description of the variance and a specific time frame. A copy of the approved variance shall be retained by the petitioner.
- (f) A petitioner may appeal a denial of a variance petition to the City Manager. The City Manager will have two weeks from receipt to review and act on an appeal. If no action is taken within two weeks, the appeal shall be considered denied.

#### **Section 86.065-1. Designated weekday variance.**

- (a) A residential water customer may, by written request to the director, request that the designated weekday be changed to a specified variance day, allowing the residential water customer to use water for the restricted purposes permitted under the drought response plan measures only on the day specified in the variance request. The specified variance day can be any weekday, Saturday, or Sunday.
- (b) Upon receipt of a request for a variance the director shall grant the request.
- (c) The variance shall expire one year from the date of the written request or upon a change of the residential customer for the utility account at the address specified in the variance.

#### **Section 86.065-2. New landscape variance.**

The director may grant a variance from the requirements of this article to allow additional watering days for the establishment of new landscape. New landscape variances may not be issued at any time when Stage 3 or higher is in effect. The director shall develop

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and promulgate criteria for the granting of a variance under this section and any forms consistent with such criteria for customers to request a variance.

#### **Section 86.066. Violations.**

(a) It shall be unlawful for any person to intentionally, knowingly, recklessly, or with criminal negligence allow or cause any waste of water, to allow or cause landscape watering at any time other than during a prescribed time for landscape watering, or to allow or cause any violation of any provision or restriction of this division.

(b) The director is authorized and instructed to commence any action, in law or in equity, including the filing of criminal charges, deemed necessary for the purpose of enforcing this division. The director may seek civil penalties and any other legal or equitable relief available under common law, Chapter 54 of the Texas Local Government Code or any other applicable city, state or federal code or statute.

(c) It is not a defense to prosecution under any provision of this division that the violation charged is no longer occurring or no longer exists. A judge of the municipal court may not dismiss a complaint or enter a finding of not guilty on the grounds that the violation is no longer occurring or no longer exists.

#### **Section 86.067. Enforcement personnel.**

In addition to all peace officers, code enforcement officers, and other persons authorized to enforce city ordinances, the director is authorized to enforce this division by issuing citations to violators, filing complaints in the municipal court, and filing civil enforcement actions.

#### **Section 86.068. Registered water user presumed.**

For purposes of this division, in any case where water has been used on a property in violation of this division, it shall be presumed that the person in whose name a water meter connection is registered with the city for the property has intentionally, knowingly, recklessly, or negligently caused or allowed the violation to occur. Proof that the particular premises had a water meter connection registered in the name of the defendant cited in a criminal or civil complaint filed under this division shall constitute *prima facie* evidence that the defendant caused or allowed the violation to occur.

#### **Section 86.069. Additional enforcement remedies.**

(a) The director is authorized and instructed to commence any action, in law or in equity, including the filing of criminal charges, necessary to enforce this division.

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(b) The director may seek civil penalties and any other legal or equitable relief available under common law, Chapter 54 of the Texas Local Government Code, or any other applicable city, state or federal code or statute necessary to enforce this division.

(c) To the extent allowed by law, the municipal court shall have concurrent jurisdiction over any civil enforcement for violations of this division.

(d) Violations of this division by a customer of the city water system may result in installation of a flow control device on the customer's water line, or termination of the customer's water service.

#### **Section 86.070. Penalties**

(a) *Criminal Penalties:* A person who violates any provision of this division commits a misdemeanor, and upon conviction, shall be punished by a fine in the respective amounts shown:

- (1) 1<sup>st</sup> offense – not less than \$100.00 or more than \$250.00
- (2) 2<sup>nd</sup> offense – not less than \$250.00 or more than \$500.00.
- (3) 3<sup>rd</sup> offense – not less than \$500.00 or more than \$2,000.00.

(b) Each violation of a particular provision of this division shall constitute a separate offense, and each day a violation occurs or continues shall be considered a new offense.

(c) *Civil Penalties.* At the option of the director for each violation of this division a civil notice of violation may be issued in lieu of a criminal citation. Civil penalty assessments shall not exceed one thousand dollars (\$1,000.00); however, each violation of a particular section of this division shall constitute a separate violation, and each day a violation continues shall be considered a new violation for purposes of enforcing this division

- (1) Civil penalties may be assessed by mailing, certified mail, a notice of violation to the person who is the registered water user at the address of the alleged violation. A notice of violation may also be hand delivered to a person accepting responsibility for premises where the alleged violation occurred. The person receiving the notice shall sign a statement acknowledging receipt of the notice and acquiescence to the procedures stated therein. The notice of violation shall set forth the details of the violation and the proposed penalty.



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- (2) The registered user, or other person receiving a notice of violation, shall be given ten (10) calendar days from the receipt of a notice of violation to file a written notice to the director requesting an appeal of the violation. If an appeal is not requested within the ten (10) day period, the notice of violation becomes final, and the stated penalty is due.
- (3) After the director receives a request for an appeal, the request will be forwarded to the Municipal Court of Record where a hearing on the appeal will be conducted.
- (4) The Municipal Court of Record shall have jurisdiction to hear appeals of the assessment of civil penalties. An appeal hearing will be conducted in the same manner as a bench trial for a Class C misdemeanor. At the conclusion of the trial, the Judge may, based on the evidence and testimony, enter an order dismissing, upholding, or amending the penalty that was previously assessed by the director. The order entered by the Municipal Court of Record is a final order on the matter.
- (5) A civil penalty assessed against a utility customer for violation of this division may be collected through the utility billing system as part of the consolidated billing system. All such civil penalties are subject to the provisions of Sections 86.199 and 86.200 of the San Marcos Code of Ordinances.

(d) Enforcement personnel may issue verbal and/or written warnings prior to issuance of a citation.

### **Sec. 86.071. Liability of corporate officers for penalty.**

Whenever a corporation or association violates any provision of this division or in a drought response order issued under this division, the president, vice-president, secretary, treasurer, manager or any agent or employee of the corporation or association who is responsible for the violation shall be subject to the penalty prescribed for the violation.

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##### Section 14.120. Definitions.

Terms in this division have the following meanings unless otherwise specified:

*Adjustable flow control* means a mechanism that can be adjusted to restrict water flow through a valve, thus reducing discharge pressure.

*Check valve* means a device that allows water to flow in one (1) direction only and prevents flow through the system unless a pre-set pressure has been achieved.

*Commercial water customer* means a city water customer that uses water for service-related uses such as restaurants, hotels/motels, retail stores, car washes, laundromats/dry cleaners, physician's offices and office buildings.

*Conveyor carwash* means a commercial car wash that uses a conveyor belt to move vehicles through various washing stations.

*Cooling system* means a heating, ventilation and air conditioning system that uses water for cooling purposes.

*Cycles of concentration* means a measure of the number of times the solids content of recirculating water has been increased over that of the make-up water. Example: If the circulating water has four (4) times the solids concentration compared to that of the make up water, then the cycles of concentration is four (4).

*Decorative water features* means features such as fountains, waterfalls, landscape lakes or ponds, and other aesthetic features where the use is entirely ornamental and serves no other functional purpose.

*Director* means the director of the Public Services Department, or a person designated by the director to act in his or her behalf, including the water conservation coordinator.

*Existing* means in existence before September 30, 2006.

*Flow sensor* means a device that monitors, measures, and/or records the rate of flow of water, and shuts off the system when flows exceed a specified rate.

*Flow restrictor* means a device which limits the flow of water through an opening.

*ICI* means an industrial water customer, a commercial water customer, or an institutional water customer.

*In-bay automatic carwash* means a commercial car wash in which the vehicle remains stationary within a wash bay while automatic arms move back and forth over the vehicle to clean it.

*Industrial water customer* means a city water customer that uses water for manufacturing and/or fabrication of goods.

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*Institutional water customer* means a city water customer that uses water for institutional facilities such as hospitals, nursing care facilities, child day care facilities, correctional institutions, college/professional schools, elementary/secondary schools, and places of religious assembly.

*Irrigation system* means an assembly of component parts that is permanently installed for the controlled distribution and conservation of water to irrigate any type of landscape vegetation in any location other than agricultural operations as defined by Texas Agricultural Code § 251.002, and/or to reduce dust or control erosion.

*Irrigation system evaluation* means an inspection of a landscape irrigation system, including a review of design appropriateness for current landscape requirements, proper functioning of sprinkler heads, valves and other components, precipitation rates, irrigation schedules, and maintenance plan.

*Irrigation technician* means a person who works under the supervision of a licensed irrigator to install, maintain, alter, repair, service or supervise installation of an irrigation system, including the connection of such system in or to a private or public, raw or potable water supply system or any water supply, and who is required to be licensed under 30 TAC Chapter 30 (relating to Occupational Licenses and Registrations).

*Irrigator* means a person who sells, designs, offers consultations regarding, installs, maintains, alters, repairs, services or supervises the installation of an irrigation system, including the connection of such system in or to a private or public, raw or potable water supply system or any water supply, and who is required to be licensed under 30 TAC Chapter 30 (relating to Occupational Licenses and Registrations).

*Low-angle spray heads* means spray heads that direct water droplets closer to the surface of the ground, thus reducing losses to wind drift and evaporation.

*Low-head drainage* means a condition in which water drains partially or completely out of a lateral line through a sprinkler head after an irrigation cycle is completed.

*Master valve* means a remote control automatic valve located after the backflow prevention device that controls the flow of water to the irrigation system mainline.

*Mobile carwash* means a commercial business equipped with a vehicle or trailer-mounted self-contained washing system with water or detergent solution, storage tank, high pressure/low flow pumping equipment, hoses, spray wand and related appurtenances.

*New* means installed on or after September 30, 2006.

*On-premises laundry facility* means a laundry facility located on the premises of a commercial or institutional business, and serving only the customers or residents of that facility. Examples of on-premises laundry facilities include those found at hospitals, nursing homes, and hotels.

*Positive shutoff device* means a device which permits water to flow through it only when an outside force or pressure is applied to it.

*Pre-rinse spray valve* means a high-pressure spray attachment used in commercial and institutional kitchens to pre-rinse dishes before loading them into a dishwasher.

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*Self-service carwash* means a commercial car wash in which the vehicle is washed manually within a wash bay by the customer using high-pressure sprayers and brushes.

*Shrub riser* means a device that elevates a sprinkler head several feet above the ground surface so that water is applied over the top of shrubs and other tall landscape plants.

*Single-pass water cooling* means a process in which water is circulated only once through a piece of equipment to cool it before being discharged to the waste stream. Single-pass cooling, also known as once-through cooling, is often used for CAT scan, x-ray equipment, degreasers, hydraulic equipment, condensers, air compressors, welding machines, vacuum pumps, ice machines and air conditioners.

*Solenoid shutoff valve* means a device which opens a valve only when an electrical current is applied, and closes the valve when no current is present.

*Static water pressure* means the pressure of water when it is not moving.

*Subsurface drip* means the slow application of water, usually under low pressure, beneath the soil surface.

*Surface drip* means the slow application of water, usually under pressure, at the soil surface.

*Swing joint* means a flexible joint or pipe connecting a sprinkler head to a lateral pipe.

*Water budget* means a feature on a landscape irrigation system controller which allows the user to set a monthly or seasonal water schedule based on evapotranspiration and/or rainfall amounts.

*Water recirculating system* means a system of pumps, tanks, and treatment components used to treat and reuse water continuously for a single purpose.

*Zone valve* means an automatic valve that controls a single zone of a landscape irrigation system.

#### **Section 14.121. Car washes.**

- (a) New conveyer car washes must be equipped with a water recycling system.
- (b) New in-bay automatic car washes must use water recycling systems, ultra-low-flow spray nozzles or alternative means to achieve fresh water usage of no more than fifty-five (55) gallons per vehicle.
- (c) New and existing self-service and mobile car washes must utilize positive shutoff device spray wands with a flow rate of no more than three (3) gallons per minute.

#### **Section 14.122. Cooling systems.**

- (a) New cooling systems may not utilize single-pass water cooling for any purpose.
- (b) New cooling systems must be designed and operated to achieve a minimum of four (4) cycles of concentration.

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##### **Section 14.123. Decorative water features.**

- (a) New decorative water features must be equipped with a water recirculating system.
- (b) Existing decorative water features must be retrofitted with a water recirculating system.

##### **Section 14.124. Dining facilities.**

- (a) New commercial and institutional garbage disposals must be equipped with flow restrictors and solenoid shutoff valves.
- (b) Existing commercial and institutional garbage disposals must be retrofitted with flow restrictors and solenoid shutoff valves.
- (c) New commercial and institutional ice machines should be equipped with air-cooled, instead of water-cooled, condensers. If a water-cooled model is used, the cooling system must be equipped with a water recycling system.
- (d) Pre-rinse spray valves must be equipped with positive shutoff devices and must meet the 1.6 gallons per minute performance standard established under Texas Health and Safety Code Section 372.005.

##### **Section 14.125. On-premise laundry facilities.**

New commercial, industrial and institutional on-premises laundry facilities must be equipped with a water recycling system.

##### **Section 14.126. Landscape irrigation systems.**

- (a) Landscape irrigation rule. The landscape irrigation rules promulgated by the Texas Commission on Environmental Quality and contained in Chapter 344, Subchapter A, § 344.1, subchapter C, §§ 344.30-344.38, Subchapter D, §§ 344.40-344.43 and Subchapters E and F, §§ 344.50-344.65, Texas Administrative Code (effective January 1, 2009), as the same may be from time to time amended, are hereby adopted by reference as the landscape installation irrigation rules of the city.
- (b) P2609 Landscape irrigation. The International Residential Code, 2015 Edition, as adopted by the International Code Council, Inc., in cooperation with the International Conference of Building Officials and with all local amendments as previously adopted by the City of San Marcos is hereby amended to add Section P2609 to Chapter 26, General Plumbing Requirements and to read as follows.
- (c) Minimum standards for landscape irrigation systems. The landscape irrigation rules promulgated by the Texas Commission on Environmental Quality and contained in Chapter 344, Subchapter A, § 344.1, Subchapter C, §§ 344.30-344.38, Subchapter D, §§ 344.40-344.43 and Subchapters E and F, §§ 344.50-344.65 Texas Administrative Code (effective January 1, 2009), as the same may be from time to time amended, are hereby adopted by reference as the landscape installation irrigation rules of the city.
- (d) Valid license required and exemptions.

## **City Code Chapter 14, Buildings and Building Regulations**

### **Article 6, Plumbing Code**

#### **DIVISION 2. WATER CONSERVATION**

- (1) Any person who connects an irrigation system to the water supply within the City or the City's extraterritorial jurisdiction (ETJ), must hold a valid license, as defined by Title 30, Texas Administrative Code, Chapter 30 and required by Chapter 1903, Subchapter F of the Texas Occupations Code, or as defined by Title 22, Chapter 365 of the Texas Administrative Code and required by Chapter 1301 of the Texas Occupations Code.
  - (2) A property owner is not required to be licensed in accordance with Texas Occupations Code, Title 12, § 1903.002(c)(1) if he or she is performing irrigation work in a building or on a premises owned or occupied by the person as the person's home. A home or property owner who installs an irrigation system must meet the standards contained in Title 30, Texas Administrative Code, Chapter 344, Sections:
    - 344.50 (Backflow Prevention Methods),
    - 344.51 (Specific Conditions and Cross-Connection Control),
    - 344.52 (Installation of Backflow Prevention Device),
    - 344.60 (Water Conservation),
    - 344.61 (Minimum Standards for the Design of the Irrigation Plan, except (c)(1) and,
    - 344.62 (Minimum Design and Installation Requirements, except (o).
  - (3) Upon completion of the irrigation system, the home or property owner must prepare and retain an irrigation plan that shows the actual installation of the system.
  - (4) As provided in the Texas Occupations Code § 1903.002 for other exemptions to the licensing requirement.
- (e) Permit required and exemptions.
- (1) Any person installing an irrigation system within the territorial limits or extraterritorial jurisdiction of the City is required to obtain a permit from the City. Any plan approved for a permit must be in compliance with the requirements of this chapter. The permit will be issued by the permit center, a divisions of Planning and Development Services.
  - (2) The permitting requirements do not apply to:
    - a. An irrigation system that is an on-site sewage disposal system, as defined by Section 366.002, Health and Safety Code; or
    - b. An irrigation system used on or by an agricultural operation as defined by Section 251.002, Agriculture Code; or
    - c. An irrigation system connected to a groundwater well used by the property owner for domestic use.
- (f) Backflow prevention methods and devices. All Irrigation systems must comply with the adopted City of San Marcos ARTICLE 9 - Cross Connection Control and Backflow Prevention Requirements.
- (g) Water conservation. All irrigation systems shall be designed, installed, maintained, altered, repaired, serviced, and operated in a manner that will promote water conservation.
- (h) Design and installation.

## City Code Chapter 14, Buildings and Building Regulations

### Article 6, Plumbing Code

#### DIVISION 2. WATER CONSERVATION

- (1) Irrigation plan design and installation shall meet the minimum standards and rules of the Texas Administrative Code.
  - (2) Beginning January 1, 2010, either a licensed irrigator or a licensed irrigation technician as defined by Title 30, Texas Administrative Code, Chapter 30 and required by Chapter 1903 of the Texas Occupations Code, or as defined by Chapter 365, Title 22 of the Texas Administrative Code and required by Chapter 1301 of the Texas Occupations Code, shall be on-site at all times while the landscape irrigation system is being installed. When an irrigator is not onsite, the irrigator shall be responsible for ensuring that a licensed irrigation technician is on-site to supervise the installation of the irrigation system.
  - (3) Completion, maintenance, alteration, repair, or service of irrigation systems shall comply with the landscape irrigation rules promulgated by the Texas Commission on Environmental Quality and contained in Chapter 344, Subchapter A, § 344.1, Subchapter C, §§ 344.30-344.38, Subchapter D, §§ 344.40-344.43 and Subchapters E and F, §§ 344.50-344.65 Texas Administrative Code (effective January 1, 2009), as the same may be from time to time amended.
- (i) In addition to the requirements under 30 TAC Chapter 344, all new landscape irrigation systems must be designed, installed and operated in accordance with the following requirements:
- (1) Above-ground emission devices must be attached to lateral lines with flexible pipe or swing joints.
  - (2) Use of shrub risers is prohibited. Surface or subsurface drip irrigation, or low-angle spray heads that direct water to the base of the plant may be used in lieu of shrub risers.
  - (3) Irrigation controllers must be capable of providing multiple irrigation programs, with at least three (3) start times per program.
  - (4) Irrigation controllers must be capable of limiting irrigation frequency to once every seven (7) days and once every fourteen (14) days as per drought restrictions.
  - (5) Irrigation controllers must have a water budgeting feature.
  - (6) Landscape irrigation systems must have a master valve.
  - (7) Zone valves must be equipped with an adjustable flow control.
  - (8) Zone valves must be enclosed in an accessible valve box.
  - (9) Check valves are required where elevation differences may result in low-head drainage. Check valves may be located at the sprinkler head(s) or on the lateral line.
- (j) All new ICI and multi-family residential landscape irrigation systems must also be designed, installed and operated in accordance with the following requirements:
- (1) A separate metered water service must be utilized for the landscape irrigation system.

## City Code Chapter 14, Buildings and Building Regulations

### Article 6, Plumbing Code

#### DIVISION 2. WATER CONSERVATION

- (2) Landscape irrigation systems must be equipped with a flow sensor that will automatically shut down the irrigation system during excessive water flows.
  - (3) Landscape irrigation systems must be equipped with a freeze sensor that will automatically shut down the irrigation system when ambient temperatures fall below 32 degrees F.
  - (4) An irrigation system evaluation must be conducted at least once per year, and the results of the evaluation shall be provided to the director.
- (k) All existing landscape irrigation systems must be retrofitted with a rain shutoff device or soil moisture shutoff device.
- (l) Existing ICI and multi-family residential landscape irrigation systems must have an irrigation system evaluation conducted at least once per year, and the results of the evaluation shall be provided to the director.
- (m) Reclaimed water. Reclaimed water may be utilized in landscape irrigation systems if:
- (1) There is no direct contact with edible crops, unless the crop is pasteurized before consumption;
  - (2) The irrigation system does not spray water across property lines that do not belong to the irrigation system's owner;
  - (3) The irrigation system is installed using purple components;
  - (4) The domestic potable water line is connected using an air gap or a reduced pressure principle backflow prevention device, in accordance with Title 30, Texas Administrative Code, Section 290.47(i) (relating to Appendices);
  - (5) A minimum of an eight-inch by eight-inch sign, in English and Spanish, is prominently posted on/in the area that is being irrigated, that reads, "RECLAIMED WATER — DO NOT DRINK" and "AGUA DE RECUPERACION — NO BEBER"; and
  - (6) Backflow prevention on the reclaimed water supply line shall be in accordance with the regulations of the city's water provider.
- (n) Items not covered by this article. Any item not covered by this ordinance and required by law shall be governed by the Texas Occupations Code, the Texas Water Code, Title 30 of the Texas Administrative Code, City of San Marcos Plumbing Code and any other applicable state statute or Texas Commission on Environmental Quality rule.
- (o) Enforcement.
- (1) The city shall have the power to administer and enforce the provisions of this chapter as may be required by governing law. Any person, firm, corporation or agent who shall violate a provision of this code, or fails to comply therewith, or with any of the requirements thereof, is subject to suit for injunctive relief as well as prosecution for criminal violations. Any knowing violation of the elements of this ordinance as codified in the City Code is declared to be a nuisance.



## **City Code Chapter 14, Buildings and Building Regulations**

### **Article 6, Plumbing Code**

#### **DIVISION 2. WATER CONSERVATION**

- (2) The city water purveyor can suspend utility service for any violation of this article.
- (3) Any person who knowingly violates any provision of this section shall, upon conviction, be fined as provided in chapter 1, subsection 1.015 of the San Marcos Code.
- (4) An offense under this section is a Class C misdemeanor.
- (5) Nothing in this section shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this section, or any other building code violation, and to seek remedies as allowed by law, including, but not limited to the following:
  - a. Injunctive relief to prevent specific conduct that violates the ordinance or to require specific conduct that is necessary for compliance with the ordinance; and
  - b. Other available relief.
- (6) Whenever a corporation or association violates any provision of this section, the president, vice-president, secretary, treasurer, manager or any agent or employee of the corporation or association who is responsible for the violation shall be subject to the penalty prescribed for the violation.
- (p) Fees. The City Council, by separate ordinance, may create a schedule of fees for obtaining and renewing an irrigation permit. These fees will be in amounts sufficient to cover the city's costs in issuing and renewing the permits, including, but not limited to, staff time and other costs.

**APPENDIX B:**

**SAN MARCOS WATER  
AND WASTEWATER RATE  
SCHEDULES**

## Water Rates and Fees

### Water Rates

(All water rates are based per 1,000 gallons)

#### Inside-City

Lifeline Rate	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
First 6,000 gallons - Minimum	22.06	23.16
6,001 - 9,000	6.47	6.79
9,001 - 12,000	7.40	7.77
12,001 - 20,000	8.33	8.74
20,001 - 50,000	9.24	9.70
Over 50,000	11.09	11.64
5/8" - 3/4" Water Meter	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
Minimum Charge	22.06	23.16
0 - 6,000	3.70	3.88
6,001 - 9,000	6.47	6.79
9,001 - 12,000	7.40	7.77
12,001 - 20,000	8.33	8.74
20,001 - 50,000	9.24	9.70
Over 50,000	11.09	11.64
1" Water Meter	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
Minimum Charge	55.15	57.90
- 4,000	2.38	2.50
4,001 - 10,000	2.87	3.01
10,001 - 25,000	7.15	7.51
Over 25,000	8.11	8.51
1 1/2" Water Meter	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
Minimum Charge	110.29	115.81
0 - 8,000	2.38	2.50
8,001 - 10,000	2.87	3.01
10,001 - 25,000	7.15	7.51
Over 25,000	8.11	8.51
2" Water Meter	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
Minimum Charge	176.46	185.29
0 - 13,000	2.38	2.50
13,000 - 25,000	7.15	7.51
Over 25,000	8.11	8.51

Outside-City

Lifeline Rate	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
First 6,000 gallons - Minimum	27.58	28.96
6,001 - 9,000	8.09	8.49
9,001 - 12,000	9.24	9.70
12,001 - 20,000	10.40	10.91
20,001 - 50,000	11.55	12.13
Over 50,000	13.87	14.56
<b>5/8" - 3/4" Water Meter</b>	<b>Oct. 1, 2017 Rate</b>	<b>Oct. 1, 2018 Rate</b>
Minimum Charge	27.58	28.96
0 - 6,000	4.63	4.86
6,001 - 9,000	8.09	8.49
9,001 - 12,000	9.24	9.70
12,001 - 20,000	10.40	10.91
20,001 - 50,000	11.55	12.13
Over 50,000	13.87	14.56
<b>1" Water Meter</b>	<b>Oct. 1, 2017 Rate</b>	<b>Oct. 1, 2018 Rate</b>
Minimum Charge	68.93	72.38
0 - 4,000	2.98	3.13
4,001 - 10,000	3.57	3.75
10,001 - 25,000	8.95	9.39
Over 25,000	10.13	10.64
<b>1 1/2" Water Meter</b>	<b>Oct. 1, 2017 Rate</b>	<b>Oct. 1, 2018 Rate</b>
Minimum Charge	137.87	144.76
0 - 8,000	2.98	3.13
8,001 - 10,000	3.57	3.75
10,001 - 25,000	8.95	9.39
Over 25,000	10.13	10.64
<b>2" Water Meter</b>	<b>Oct. 1, 2017 Rate</b>	<b>Oct. 1, 2018 Rate</b>
Minimum Charge	220.58	231.61
0 - 13,000	2.98	3.13
13,001 - 25,000	8.95	9.39
Over 25,000	10.13	10.64

Wholesale Water

	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
Rate per 1,000 gallons	4.79	5.03

Reclaimed Water

	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
Minimum Charge	298.10	313.01
Rate per 1,000 gallons	1.56	1.64

Other Water Charges/Fees

Description	Oct. 1, 2018 Rate (effective Oct 1, 2013)
New Account Charge - Normal Hours	40.00
New Account Charge - After Hours**	100.00
New Service - Normal Hours	Meter Cost + 50.00
Reconnect Charge - Normal Hours	40.00
Reconnect Charge - After Hours**	170.00
Customer Requested Outage/Service - Normal Hours	50.00
Customer Requested Outage/Service - After Hours**	100.00
Temporary Water Meter	Deposit - 750.00 Installation - 75.00 Monthly Rental - 100.00
Meter Test Charge	35.00
Ampering Fee	350.00
Water Tap	*

- Service fees established by City Code 86.198  
 \* Actual construction costs plus 10%. Minimum charge of \$250.00  
 \*\* After Hours is consider 4 p.m. Central Daylight Time

Other Fees

Description	Rate
NSF Check Charge	30.00
Confidential Fee	5.00

# Wastewater Rates

## Sewer Rates

(All sewer rates are based per 1,000 gallons of metered water consumption)

### Inside-City

Lifeline Rate	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
Maximum	25.01	25.51
5/8" - 3/4" Water Meter	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
First 2,000 - Minimum	25.01	25.51
Over 2,000	7.21	7.36
1" Water Meter	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
First 4,000 - Minimum	49.95	50.95
Over 4,000	7.21	7.36
1 1/2" Water Meter	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
First 8,000 - Minimum	99.87	101.87
Over 8,000	7.21	7.36
2" Water Meter	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
First 13,000 - Minimum	159.82	163.02
Over 13,000	7.21	7.36

### Outside-City

Lifeline Rate	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
Maximum	31.26	31.89
5/8" - 3/4" Water Meter	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
First 2,000 - Minimum	31.26	31.89
Over 2,000	9.00	9.18
1" Water Meter	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
First 4,000 - Minimum	62.42	63.67
Over 4,000	9.00	9.18
1 1/2" Water Meter	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
First 8,000 - Minimum	124.84	127.33
Over 8,000	9.00	9.18
2" Water Meter	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
First 13,000 - Minimum	199.77	203.76
Over 13,000	9.00	9.18

Residential Sewer Rates for 5/8-3/4", 1", 1 1/2" water meters are based on the average water consumption for the bills dated the previous December, January and February. Accounts that do not have water usage history for December, January or February are set at 5,000 gallons.

No additional charge is applied to Single-Family residential customers for wastewater volumes in excess of 9,000 gallons for 5/8-3/4", 1", 1 1/2" water meters.

### Sewer Surcharge Rate

<b>COD Concentration (milligram per Liter)</b>	<b>Oct. 1, 2017 Rate (per pound)</b>	<b>Oct. 1, 2018 Rate (per pound)</b>
351 to 500	\$0.098	\$0.100
501 to 600	\$0.162	\$0.165
Over 600	\$0.328	\$0.335

### Other Sewer Charges

<b>Description</b>	<b>Oct. 1, 2018 Rate</b>
Sewer Tap Charge	*

\*Actual construction costs plus 10%. Minimum charge of \$250.00

### Other Fees

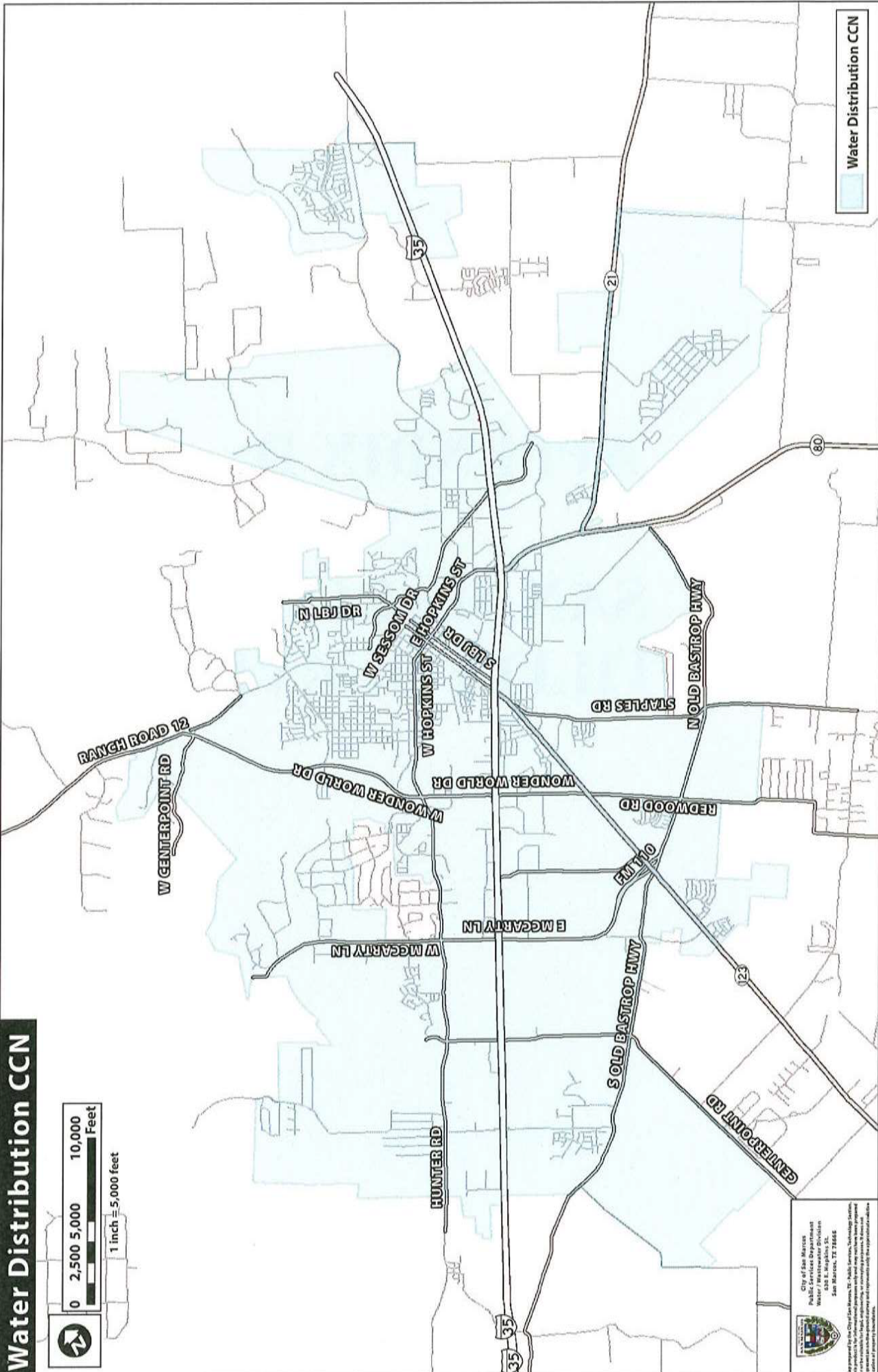
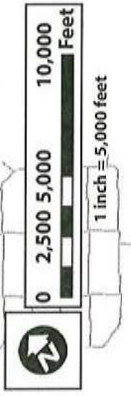
<b>Description</b>	<b>Rate</b>
NSF Check Charge	30.00
Confidential Fee	5.00

**APPENDIX C:**

**MAP OF  
SAN MARCOS WATER  
SERVICE AREA**



# Water Distribution CCN



City of San Antonio  
Public Works Department  
Water / Wastewater Division  
630 E. Houston St.  
San Antonio, TX 78204

Map prepared by the City of San Antonio, Public Works, Wastewater Division, Water / Wastewater Division, 630 E. Houston St., San Antonio, TX 78204. The City of San Antonio is not responsible for the accuracy of the information presented on this map. The City of San Antonio is not responsible for the accuracy of the information presented on this map.

**APPENDIX D:**

**SAN MARCOS**  
**UTILITY SURVEY**

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### CONTACT INFORMATION

Name of Utility: City of San Marcos

Public Water Supply Identification Number (PWS ID): TX1050001

Certificate of Convenience and Necessity (CCN) Number: 10298

Surface Water Right ID Number: \_\_\_\_\_

Wastewater ID Number: 20116

Contact: First Name: JAN Last Name: KLEIN

Title: CONSERVATION COORDINATOR

Address: 630 EAST HOPKINS City: SAN MARCOS State: TX

Zip Code: 78666 Zip+4: \_\_\_\_\_ Email: jklein@sanmarcostx.gov

Telephone Number: 5123938310 Date: 4/4/2019

Is this person the designated Conservation Coordinator?  Yes  No

Regional Water Planning Group: L

Groundwater Conservation District: \_\_\_\_\_

Our records indicate that you:

- Received financial assistance of \$500,000 or more from TWDB
- Have 3,300 or more retail connections
- Have a surface water right with TCEQ

#### A. Population and Service Area Data

1. Current service area size in square miles: 54

Attached file(s):

File Name	File Description
CCN Map.pdf	San Marcos Water Distribution CCN (PDF)

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. Historical service area population for the previous five years, starting with the most current year.

Year	Historical Population Served By Retail Water Service	Historical Population Served By Wholesale Water Service	Historical Population Served By Wastewater Water Service
2018	71,153	0	65,278
2017	68,668	12	62,998
2016	62,969	14	57,769
2015	58,292	3,288	53,478
2014	59,542	3,176	54,625

3. Projected service area population for the following decades.

Year	Projected Population Served By Retail Water Service	Projected Population Served By Wholesale Water Service	Projected Population Served By Wastewater Water Service
2020	73,690	0	65,278
2030	84,861	0	77,854
2040	101,235	0	92,876
2050	120,769	0	110,797
2060	144,072	0	132,176

4. Described source(s)/method(s) for estimating current and projected populations.

These projections are based off of the 2010 census population for the Water Service Area and 2021 Region L Water Plan projections of 1.78% growth per year.

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### B. System Input

System input data for the previous five years.  
 Total System Input = Self-supplied + Imported – Exported

Year	Water Produced in Gallons	Purchased/Imported Water in Gallons	Exported Water in Gallons	Total System Input	Total GPCD
<b>2018</b>	2,966,235,294	0	4,126,633	2,962,108,661	114
<b>2017</b>	2,776,959,677	0	420,219	2,776,539,458	111
<b>2016</b>	2,689,842,843	0	197,350	2,689,645,493	117
<b>2015</b>	2,632,218,218	0	477,861	2,631,740,357	124
<b>2014</b>	230,843,687	2,240,796,000	156,700	2,471,482,987	114
<b>Historic Average</b>	2,259,219,944	448,159,200	1,075,753	2,706,303,391	116

### C. Water Supply System

1. Designed daily capacity of system in gallons 23,533,920
2. Storage Capacity
  - 2a. Elevated storage in gallons: 3,271,000
  - 2b. Ground storage in gallons: 8,360,000

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### D. Projected Demands

1. The estimated water supply requirements for the next ten years using population trends, historical water use, economic growth, etc.

Year	Population	Water Demand (gallons)
2020	73,690	10,442
2021	75,002	10,628
2022	76,337	10,723
2023	77,695	10,914
2024	79,078	11,010
2025	80,486	11,107
2026	81,919	11,305
2027	83,377	11,403
2028	84,861	11,606
2029	86,371	11,813

2. Description of source data and how projected water demands were determined.

For population used 2021 Region L Water Plan projections of 1.78% growth per year. For Demand used population projections and GPCD targets.

### E. High Volume Customers

1. The annual water use for the five highest volume **RETAIL** customers.

Customer	Water Use Category	Annual Water Use	Treated or Raw
BROOKFIELD RESIDENTIAL	Commercial	28,255,670	Treated
THE RETREAT	Commercial	26,928,433	Treated
ZCP OUTPOST LLC	Commercial	21,315,400	Treated
RESCARE INC	Commercial	18,088,546	Treated
COPPER BEECH TOWNHOMES LLC	Commercial	17,652,590	Treated

2. The annual water use for the five highest volume **WHOLESALE** customers.

Customer	Water Use Category	Annual Water Use	Treated or Raw
CITY OF KYLE	Municipal	4,093,719	Treated

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### F. Utility Data Comment Section

Additional comments about utility data.

### Section II: System Data

#### A. Retail Water Supplier Connections

1. List of active retail connections by major water use category.

Water Use Category Type	Total Retail Connections (Active + Inactive)	Percent of Total Connections
Residential - Single Family	9,272	30.19 %
Residential - Multi-Family	19,589	63.78 %
Industrial	35	0.11 %
Commercial	1,433	4.67 %
Institutional	382	1.24 %
Agricultural	0	0.00 %
<b>Total</b>	<b>30,711</b>	<b>100.00 %</b>

2. Net number of new retail connections by water use category for the previous five years.

Net Number of New Retail Connections							
Year	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	Total
<b>2018</b>	426	170	1	25	3	0	625
<b>2017</b>	375	52	1	66	1	0	495
<b>2016</b>	744	522	2	44	17	0	1,329
<b>2015</b>	170	44	0	27	13	0	254
<b>2014</b>	441	1,152	1	96	22	0	1,712

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### B. Accounting Data

The previous five years' gallons of RETAIL water provided in each major water use category.

Year	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	Total
2018	547,509,987	917,605,972	297,404,857	620,336,591	225,111,780	0	2,607,969,187
2017	541,777,083	939,440,529	42,272,477	488,753,280	259,615,557	0	2,271,858,926
2016	489,542,957	943,113,099	44,953,223	395,872,105	216,528,616	0	2,090,010,000
2015	513,660,189	989,501,224	47,246,259	415,391,499	227,184,829	0	2,192,984,000
2014	507,481,611	909,310,077	49,901,433	369,183,816	204,363,064	0	2,040,240,001

### C. Residential Water Use

The previous five years residential GPCD for single family and multi-family units.

Year	Residential - Single Family	Residential - Multi-Family	Total Residential
2018	56	0	56
2017	60	0	60
2016	62	0	62
2015	67	0	67
2014	65	0	65
Historic Average	62	0	62



## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### D. Annual and Seasonal Water Use

1. The previous five years' gallons of treated water provided to RETAIL customers.

Month	Total Gallons of Treated Water				
	2018	2017	2016	2015	2014
January	234,557,000	218,022,000	231,545,000	206,083,000	192,748,000
February	206,267,000	201,083,000	223,900,000	188,434,000	175,295,000
March	233,741,000	223,393,000	218,146,000	202,441,000	190,915,000
April	244,060,000	219,078,000	211,071,000	191,478,000	197,377,000
May	256,016,000	226,648,000	209,775,000	192,362,000	200,546,000
June	265,941,000	237,015,000	214,166,000	199,886,000	195,585,000
July	263,844,000	271,653,000	263,491,000	227,811,000	232,158,000
August	291,054,000	240,237,000	235,475,000	274,778,000	243,703,000
September	252,663,000	224,496,000	220,938,000	251,961,000	215,844,000
October	255,507,000	220,919,000	229,587,000	250,154,000	225,455,000
November	241,636,000	237,918,000	211,895,000	218,583,000	205,009,000
December	229,848,000	234,282,000	217,164,000	230,998,000	196,543,000
<b>Total</b>	2,975,134,000	2,754,744,000	2,687,153,000	2,634,969,000	2,471,178,000

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. The previous five years' gallons of raw water provided to RETAIL customers.

Month	Total Gallons of Raw Water				
	2018	2017	2016	2015	2014
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
<b>Total</b>					

3. Summary of seasonal and annual water use.

	Summer RETAIL (Treated + Raw)	Total RETAIL (Treated + Raw)
<b>2018</b>	820,839,000	2,975,134,000
<b>2017</b>	748,905,000	2,754,744,000
<b>2016</b>	713,132,000	2,687,153,000
<b>2015</b>	702,475,000	2,634,969,000
<b>2014</b>	671,446,000	2,471,178,000
<b>Average in Gallons</b>	731,359,400.00	2,704,635,600.00

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### E. Water Loss

Water Loss data for the previous five years.

Year	Total Water Loss in Gallons	Water Loss in GPCD	Water Loss as a Percentage
2018	154,365,912	6	5.21 %
2017	248,323,495	10	8.94 %
2016	521,388,809	23	19.39 %
2015	394,463,672	19	14.99 %
2014	239,656,675	11	9.70 %
<b>Average</b>	311,639,713	14	11.65 %

### F. Peak Day Use

Average Daily Water Use and Peak Day Water Use for the previous five years.

Year	Average Daily Use (gal)	Peak Day Use (gal)	Ratio (peak/avg)
2018	8,151,052	8922163	1.0946
2017	7,547,243	8140271	1.0786
2016	7,362,063	7751434	1.0529
2015	7,219,093	7635597	1.0577
2014	6,770,350	7298326	1.0780

### G. Summary of Historic Water Use

Water Use Category	Historic Average	Percent of Connections	Percent of Water Use
<b>Residential - Single Family</b>	519,994,365	30.19 %	23.21 %
<b>Residential - Multi-Family</b>	939,794,180	63.78 %	41.94 %
<b>Industrial</b>	96,355,649	0.11 %	4.30 %
<b>Commercial</b>	457,907,458	4.67 %	20.44 %
<b>Institutional</b>	226,560,769	1.24 %	10.11 %
<b>Agricultural</b>	0	0.00 %	0.00 %

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### H. System Data Comment Section

Section II.D.2 - COSM does not provide raw water to retail customers.

### Section III: Wastewater System Data

#### A. Wastewater System Data

1. Design capacity of wastewater treatment plant(s) in gallons per day: 9

2. List of active wastewater connections by major water use category.

Water Use Category	Metered	Unmetered	Total Connections	Percent of Total Connections
<b>Municipal</b>	0	9,267	9,267	85.96 %
<b>Industrial</b>	0		0	0.00 %
<b>Commercial</b>	0	1,514	1,514	14.04 %
<b>Institutional</b>	0		0	0.00 %
<b>Agricultural</b>	0	0	0	0.00 %
<b>Total</b>	0	10,781	10,781	100.00 %

3. Percentage of water serviced by the wastewater system: 92.00 %

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

4. Number of gallons of wastewater that was treated by the utility for the previous five years.

Month	Total Gallons of Treated Water				
	2018	2017	2016	2015	2014
<b>January</b>	125,032,000	149,050,000	145,720,000	155,353,000	147,707,000
<b>February</b>	135,629,000	147,834,000	145,471,000	133,635,000	125,054,000
<b>March</b>	154,165,000	175,195,000	151,576,000	159,134,000	152,070,000
<b>April</b>	142,709,000	185,299,000	171,097,000	166,685,000	130,020,000
<b>May</b>	123,787,000	134,608,000	174,468,000	208,717,000	135,400,000
<b>June</b>	98,710,000	134,608,000	146,068,000	180,980,000	121,320,000
<b>July</b>	101,521,000	99,232,000	114,381,000	161,182,000	116,379,000
<b>August</b>	92,267,000	142,168,000	132,683,000	154,287,000	140,999,000
<b>September</b>	152,829,000	141,425,000	133,681,000	132,530,000	124,951,000
<b>October</b>	177,860,000	128,444,000	130,512,000	141,486,000	129,804,000
<b>November</b>	150,384,000	122,103,000	136,961,000	161,762,000	134,002,000
<b>December</b>	168,662,000	139,200,000	156,219,000	143,531,000	136,699,000
<b>Total</b>	1,623,555,000	1,699,166,000	1,738,837,000	1,899,282,000	1,594,405,000

5. Could treated wastewater be substituted for potable water?

Yes
  No

### B. Reuse Data

1. Data by type of recycling and reuse activities implemented during the current reporting period.

Type of Reuse	Total Annual Volume (in gallons)
<b>On-site Irrigation</b>	
<b>Plant wash down</b>	
<b>Chlorination/de-chlorination</b>	
<b>Industrial</b>	97,713,816
<b>Landscape irrigation (park,golf courses)</b>	9,974,234
<b>Agricultural</b>	
<b>Discharge to surface water</b>	
<b>Evaporation Pond</b>	
<b>Other</b>	
<b>Total</b>	107,688,050

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### C. Wastewater System Data Comment

Additional comments and files to support or explain wastewater system data listed below.

Section III.A.2 - All wastewater connections are unmetered, but wastewater usage is based on metered water usage data. Municipal Connections includes single-family residential; Commercial Connections includes everything except single-family residential.

**APPENDIX E:**

**RESOLUTION OF ADOPTION OF  
WATER CONSERVATION  
AND  
DROUGHT RESPONSE  
PLANS**

**RESOLUTION NO. 2019-70R**

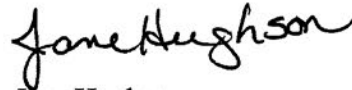
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING THE SUBMITTAL OF THE 2019 REVISED WATER CONSERVATION PLAN AND REVISED 2019 DROUGHT RESPONSE PLAN TO THE TEXAS WATER DEVELOPMENT BOARD; AND DECLARING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:**

**PART 1.** The attached 2019 Water Conservation Plan and the 2019 Drought Response Plan are hereby approved for submittal to the Texas Water Development Board.


**PART 2.** This Resolution shall be in full force and effect immediately from and after its passage.

**ADOPTED** on April 16, 2019.



Jane Hughson  
Mayor

Attest:



Jamie Lee Case  
City Clerk







01-JUN-21 04:24 PM

TCEQ - A/R RECEIPT REPORT BY ACCOUNT NUMBER

<u>Fee Description</u>	<u>Fee Code</u>	<u>Account#</u>	<u>Account Name</u>	<u>Ref#1</u>	<u>Ref#2</u>	<u>Paid In By</u>	<u>Check Number</u>	<u>CC Type</u>	<u>Tran Code</u>	<u>Slip Key</u>	<u>Document#</u>	<u>Tran Date</u>	<u>Tran Amount</u>
WTR USE PERMITS	WUP			M118473			894933				BS00087191	01-JUN-21	-\$144.06
	WUP			183865			060121	N			D1803466		
			WATER USE PERMITS	TEXAS STATE UNIVERSITY			RHDAVIS	CK					
												Total (Fee Code):	-\$144.06
												Grand Total:	-\$140,065.69

S. Henderson

RECEIVED  
JUN 03 2021  
Water Availability Division

Jon Niermann, *Chairman*  
Emily Lindley, *Commissioner*  
Bobby Janecka, *Commissioner*  
Toby Baker, *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

May 28, 2021

Mr. James Vollrath  
Director, Utilities Operations  
Texas State University  
c/o Central Plant  
601 University Drive  
San Marcos, Texas 78666

**VIA EMAIL**

RE: Texas State University - San Marcos  
ADJ 3865  
CN602644106, RN102949377  
Application No. 18-3865E to Amend Certificate of Adjudication No. 18-3865  
Texas Water Code § 11.122, Requiring Limited Mailed Notice  
San Marcos River, Guadalupe River Basin  
Hays County

Dear Mr. Vollrath:

This acknowledges receipt, on May 24, 2021, of the applicant's request for an extension of time to respond to the Texas Commission on Environmental Quality request for additional information letter, dated May 17, 2021.

The extension request is granted until August 16, 2021, and after that date the application may be returned pursuant to Title 30 Texas Administrative Code § 281.18. No further extensions will be granted associated with this request for information.

If you have any questions concerning the application, please contact Sarah Henderson via e-mail at [sarah.henderson@tceq.texas.gov](mailto:sarah.henderson@tceq.texas.gov) or by telephone at (512) 239-2535.

Sincerely,

A handwritten signature in cursive script that reads "J. Brooke McGregor".

Brooke McGregor, Manager  
Water Rights Permitting & Availability Section  
Water Availability

## Sarah Henderson

---

**From:** Davies, Collin [REDACTED]  
**Sent:** Tuesday, May 25, 2021 1:46 PM  
**To:** Sarah Henderson  
**Subject:** RE: Water Use Amendment - Texas State University ADJ No. 18-3865E

Thank you, Sarah!

Yes, you can address the extension response to Mr. Vollrath.

**Collin Davies, PhD**  
*Engineer/Scientist III*  
Plummer

**P:** 512.452.5905  
**D:** 512.687.2163  
www.plummer.com

---

**From:** Sarah Henderson <sarah.henderson@tceq.texas.gov>  
**Sent:** Monday, May 24, 2021 5:33 PM  
**To:** Davies, Collin [REDACTED]  
**Subject:** RE: Water Use Amendment - Texas State University ADJ No. 18-3865E

Collin,

I am processing your extension request; however, my point of contact for this application has been Mr. Vollrath (as listed in the application).

Would you like the extension response addressed to you or Mr. Vollrath?

Also, please find the attached for your files.

Sincerely,  
Sarah

Sarah Henderson  
Water Rights Permitting Team  
Water Availability Division  
Texas Commission on Environmental Quality  
P.O. Box 13087/MC-160  
Austin, TX 78711-3087  
(P) 512.239.2535  
(F) 512.239.4770

---

**From:** Davies, Collin [REDACTED]  
**Sent:** Monday, May 24, 2021 8:38 AM  
**To:** Sarah Henderson <[sarah.henderson@tceq.texas.gov](mailto:sarah.henderson@tceq.texas.gov)>  
**Cc:** Pierce, Ryan [REDACTED]  
**Subject:** RE: Water Use Amendment - Texas State University ADJ No. 18-3865E

Good morning, Sarah.

We are at work preparing responses to the RFI letter. I would like to ask to extend the deadline until August 16, 2021.

The next City Council meeting for the City of San Marcos is scheduled for July. That will be the next opportunity to approve the modified water conservation plan. We will provide responses to RFI #1-4 following the receipt of the City Council's approval of the plan.

Texas State University will provide a check for the remaining fees under a separate submittal. I will let you know once that has been sent your way.

Thank you!

**Collin Davies, PhD**  
*Engineer/Scientist III*  
Plummer

**P:** 512.452.5905

**D:** 512.687.2163

[www.plummer.com](http://www.plummer.com)

---

**From:** Sarah Henderson <[sarah.henderson@tceq.texas.gov](mailto:sarah.henderson@tceq.texas.gov)>  
**Sent:** Monday, May 17, 2021 3:09 PM  
**To:** Vollrath, James E [REDACTED]  
**Subject:** Water Use Amendment - Texas State University ADJ No. 18-3865E

Mr. Vollrath,

Please find the attached request for information letter. A response is requested by June 16, 2021.  
Feel free to contact me with any questions.

Thank you,  
Sarah

Sarah Henderson  
Water Rights Permitting Team  
Water Availability Division  
Texas Commission on Environmental Quality  
P.O. Box 13087/MC-160  
Austin, TX 78711-3087  
(P) 512.239.2535  
(F) 512.239.4770

## Sarah Henderson

---

**From:** Sarah Henderson  
**Sent:** Wednesday, May 19, 2021 3:28 PM  
**To:** Davies, Collin  
**Subject:** RE: Water Use Amendment - Texas State University ADJ No. 18-3865E

Mr. Davies,

Regarding Item #1 – I have not yet made it in to the office but will scan the signature page and send it to you as soon as I can.

Regarding Item #3 – Yes, the Applicant will need to get the City of San Marcos to update and modify their WCP to add the additional language for question 3(c). The other 2 just require information from them. 3(a) can be a simple statement of the accuracy of their meter and 3(b) is usually an email that transmits the plan to the regional planning group.

Please let me know if you need anything further.

Sincerely,  
Sarah

Sarah Henderson  
Water Rights Permitting Team  
Water Availability Division  
Texas Commission on Environmental Quality  
P.O. Box 13087/MC-160  
Austin, TX 78711-3087  
(P) 512.239.2535  
(F) 512.239.4770

---

**From:** Davies, Collin [REDACTED]  
**Sent:** Tuesday, May 18, 2021 3:25 PM  
**To:** Sarah Henderson <sarah.henderson@tceq.texas.gov>  
**Cc:** Pierce, Ryan [REDACTED]  
**Subject:** RE: Water Use Amendment - Texas State University ADJ No. 18-3865E

Hi, Sarah.

We received the request for information letter that you sent to Jim Vollrath. I wanted to follow up on items #2 and #3.

Regarding Item #2, I submitted the signed, dated, and notarized form with the hard copy of the application. I understand now that I should have included a scan of that form with the electronic copy of the application as well. Is it possible for someone on your team to scan the signed, dated, and notarized form that I submitted and send me a scan to include with the electronic copy of the application?

Regarding Item #3, my understanding is that parts (a) and (b) require additional documentation supplemental to the Water Conservation Plan, whereas part (c) requires a modification to the existing Water Conservation Plan. Is this correct? If so, I will need to coordinate with staff at the City of San Marcos to see what the timeline will be to edit the Water Conservation Plan and submit the edited Plan to the city council for approval. For my knowledge, is Item #3(c) a standard requirement for all Water Conservation Plans?

Thank you!

**Collin Davies, PhD**  
*Engineer/Scientist III*  
Plummer

**P:** 512.452.5905  
**D:** 512.687.2163  
[www.plummer.com](http://www.plummer.com)

---

**From:** Vollrath, James E [REDACTED]  
**Sent:** Monday, May 17, 2021 3:22 PM  
**To:** Sarah Henderson <[sarah.henderson@tceq.texas.gov](mailto:sarah.henderson@tceq.texas.gov)>  
**Cc:** Davies, Collin [REDACTED]; Hjorth, Tyler [REDACTED]  
**Subject:** RE: Water Use Amendment - Texas State University ADJ No. 18-3865E

Mrs. Henderson.

Received. We will start working on gathering the responses / requested information for the list of questions you have.

Thank you for the feedback.

Best, Jim.

---

**From:** Sarah Henderson <[sarah.henderson@tceq.texas.gov](mailto:sarah.henderson@tceq.texas.gov)>  
**Sent:** Monday, May 17, 2021 3:09 PM  
**To:** Vollrath, James E [REDACTED]  
**Subject:** Water Use Amendment - Texas State University ADJ No. 18-3865E

Mr. Vollrath,

Please find the attached request for information letter. A response is requested by June 16, 2021.  
Feel free to contact me with any questions.

Thank you,  
Sarah

Sarah Henderson  
Water Rights Permitting Team  
Water Availability Division  
Texas Commission on Environmental Quality  
P.O. Box 13087/MC-160  
Austin, TX 78711-3087  
(P) 512.239.2535  
(F) 512.239.4770

Jon Niermann, *Chairman*  
Emily Lindley, *Commissioner*  
Bobby Janecka, *Commissioner*  
Toby Baker, *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

May 17, 2021

Mr. James Vollrath  
Director, Utilities Operations  
Texas State University  
c/o Central Plant  
601 University Drive  
San Marcos, Texas 78666

**VIA EMAIL**

RE: Texas State University - San Marcos  
ADJ 3865  
CN602644106, RN102949377  
Application No. 18-3865E to Amend Certificate of Adjudication No. 18-3865  
Texas Water Code § 11.122, Requiring Limited Mailed Notice  
San Marcos River, Guadalupe River Basin  
Hays County

Dear Mr. Vollrath:

This acknowledges receipt, on April 15, 2021, of the referenced application and partial fees in the amount of \$112.50 (Receipt No. M116246, copy attached).

Before the application can be declared administratively complete, additional information and fees are required.

1. Confirm the legal name of the applicant. TCEQ records indicate Certificate of Adjudication No. 18-3865 is owned by Texas State University - San Marcos, Customer Number (CN) 602644106; however, the application was submitted in the name Texas State University, CN600130934.
2. Provide a signed, dated and notarized application. Staff notes page 7 of the submitted *Administrative Information Report* is incomplete.
3. Provide additional information concerning the submitted water conservation plan for municipal use to comply with Title 30 Texas Administrative Code (TAC) § 288.2.
  - a. Provide a description of the method(s) and/or device(s), within an accuracy of plus or minus 5.0 %, used to measure and account for the amount of water diverted from the source of supply.
  - b. Provide documentation of coordination with the regional water planning groups.



- c. Include a requirement in the plan that in every wholesale water supply contract entered into or renewed after official adoption of the plan, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures.
4. Provide additional information concerning the submitted drought contingency plan for municipal use to comply with 30 TAC § 288.20.
  - a. Provide documentation of coordination with the regional water planning groups.
5. Remit fees in the amount of **\$144.06** as described below. Please make checks payable to the TCEQ or Texas Commission on Environmental Quality.

Filing Fee (Amendment)	\$ 100.00
Recording Fee	\$ 12.50
<u>Notice Fee (49 WR Holders x \$2.94)</u>	<u>\$ 144.06</u>
Total Fees	\$ 256.56
<u>Fees Received</u>	<u>\$ 112.50</u>
<b>Fees Due</b>	<b>\$ 144.06</b>

Please provide the requested information and fees by June 16, 2021 or the application may be returned pursuant to 30 TAC § 281.18.

If you have any questions concerning this matter please contact me via email at [sarah.henderson@tceq.texas.gov](mailto:sarah.henderson@tceq.texas.gov) or by telephone at (512) 239-2535.

Sincerely,

*Sarah E Henderson*

Sarah Henderson, Project Manager  
Water Rights Permitting Team  
Water Rights Permitting and Availability Section

Attachment



12-APR-21 10:47 AM

TCEQ - A/R RECEIPT REPORT BY ACCOUNT NUMBER

<u>Fee Description</u>	<u>Fee Code</u>	<u>Account#</u>	<u>Ref#1</u>	<u>Check Number</u>	<u>CC Type</u>	<u>Slip Key</u>	<u>Tran Date</u>	<u>Tran Amount</u>
			<u>Ref#2</u>	<u>Card Auth.</u>	<u>Tran Code</u>	<u>Document#</u>		
		<u>Account Name</u>	<u>Paid In By</u>	<u>User Data</u>	<u>Rec Code</u>			
WTR USE PERMITS	WUP		M116246	893635	N	BS00086615	12-APR-21	-\$112.50
	WUP	WATER USE PERMITS		041221		D1803055		
			TEXAS STATE UNIVERSITY	VHERNAND	CK			
Total (Fee Code) :								-\$112.50

AP received by email 04/15  
in library 04/16

RECEIVED

APR 13 2021

Water Availability Division



**PLUMMER**

0600-032-03

April 6, 2021

Texas Commission on Environmental Quality  
Water Availability Division  
Water Rights Permitting  
MC-160  
Building F. Ste. 3101  
12100 Park 35 Circle  
Austin, TX 78753

Re: Texas State University (CN 600130934)  
Application for Amendment to a Water Right  
Permit No. WR 18-3865

To Whom It May Concern:

On behalf of Texas State University, Plummer Associates, Inc. submits one (1) original of a water rights permit application for WR 18-3865. An electronic copy of the permit application has been submitted to [WRPT@tceq.texas.gov](mailto:WRPT@tceq.texas.gov). The application fee of \$112.50 for the Amendment Application has been submitted to the Texas Commission on Environmental Quality Cashier's Office (MC-214) separately.

Please feel free to contact me at [REDACTED] or (512) 452-5905 if you have any questions regarding this submittal.

Sincerely,

PLUMMER  
TBPE Firm Registration No. F-13

Ryan Pierce, PE  
Project Manager

Enclosures: Water Rights Permitting Application [one (1) original]

cc: James Vollrath, Texas State University

TEXAS  STATE  
UNIVERSITY<sup>®</sup>

*The rising STAR of Texas*

TEXAS STATE  
UNIVERSITY

TCEQ WATER RIGHTS PERMITTING  
APPLICATION AMENDMENT TO A  
WATER RIGHT PERMIT NO. WR 18-3865

SUBMITTED TO:

TEXAS COMMISSION  
ON ENVIRONMENTAL QUALITY

FEBRUARY 2021



PLUMMER

0600-032-03

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**TEXAS STATE UNIVERSITY**  
**TCEQ WATER RIGHTS PERMIT APPLICATION**

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**I. ADMINISTRATIVE INFORMATION REPORT**



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# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

## TCEQ WATER RIGHTS PERMITTING APPLICATION

### ADMINISTRATIVE INFORMATION CHECKLIST

Complete and submit this checklist for each application. See Instructions Page. 5.

APPLICANT(S): Texas State University

Indicate whether the following items are included in your application by writing either Y (for yes) or N (for no) next to each item (all items are not required for every application).

Y/N

- Administrative Information Report**
- Additional Co-Applicant Information
- Additional Co-Applicant Signature Pages
- Written Evidence of Signature Authority
- Technical Information Report**
- USGS Map (or equivalent)
- Map Showing Project Details
- Original Photographs
- Water Availability Analysis
- Worksheet 1.0**
- Recorded Deeds for Irrigated Land
- Consent For Irrigation Land
- Worksheet 1.1**
- Addendum to Worksheet 1.1
- Worksheet 1.2**
- Addendum to Worksheet 1.2
- Worksheet 2.0**
- Additional W.S 2.0 for Each Reservoir
- Dam Safety Documents
- Notice(s) to Governing Bodies
- Recorded Deeds for Inundated Land
- Consent For Inundation Land

Y/N

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- Documentation of Adoption
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- Accounting Plan
- Worksheet 8.0**
- Fees

**For Commission Use Only:**

Proposed/Current Water Right Number: \_\_\_\_\_

Basin: \_\_\_\_\_ Watermaster area Y/N: \_\_\_\_\_

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# ADMINISTRATIVE INFORMATION REPORT

The following information is required for all new applications and amendments.

**\*\*\* Applicants are strongly encouraged to schedule a pre-application meeting with TCEQ Staff to discuss Applicant's needs prior to submitting an application. Call the Water Rights Permitting Team to schedule a meeting at (512) 239-4600.**

## 1. TYPE OF APPLICATION (Instructions, Page. 6)

Indicate, by marking X, next to the following authorizations you are seeking.

New Appropriation of State Water

Amendment to a Water Right \*

Bed and Banks

***\*If you are seeking an amendment to an existing water rights authorization, you must be the owner of record of the authorization. If the name of the Applicant in Section 2, does not match the name of the current owner(s) of record for the permit or certificate or if any of the co-owners is not included as an applicant in this amendment request, your application could be returned. If you or a co-applicant are a new owner, but ownership is not reflected in the records of the TCEQ, submit a change of ownership request (Form TCEQ-10204) prior to submitting the application for an amendment. See Instructions page. 6. Please note that an amendment application may be returned, and the Applicant may resubmit once the change of ownership is complete.***

Please summarize the authorizations or amendments you are seeking in the space below or attach a narrative description entitled "Summary of Request."

Please see narrative description provided as an addendum labeled "Summary of Request."

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## 2. APPLICANT INFORMATION (Instructions, Page. 6 )

### a. Applicant

Indicate the number of Applicants/Co-Applicants 1  
(Include a copy of this section for each Co-Applicant, if any)

What is the Full Legal Name of the individual or entity (applicant) applying for this permit?

Texas State University

*(If the Applicant is an entity, the legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal documents forming the entity.)*

If the applicant is currently a customer with the TCEQ, what is the Customer Number (CN)?  
You may search for your CN on the TCEQ website at

<http://www15.tceq.texas.gov/crpub/index.cfm?fuseaction=cust.CustSearch>

CN : CN600130934 (leave blank if you do not yet have a CN).

What is the name and title of the person or persons signing the application? Unless an application is signed by an individual applicant, the person or persons must submit written evidence that they meet the signatory requirements in 30 TAC § 295.14.

First/Last Name: Denise M. Trauth

Title: President

Have you provided written evidence meeting the signatory requirements in 30 TAC § 295.14, as an attachment to this application? **Yes**

What is the applicant's mailing address as recognized by the US Postal Service (USPS)? You may verify the address on the USPS website at

<https://tools.usps.com/go/ZipLookupAction!input.action>.

Name: Denise M. Trauth

Mailing Address: 601 University Drive, J.C. Kellam, 10th Floor

City: San Marcos State: TX ZIP Code: 78666

Indicate an X next to the type of Applicant:

<input type="checkbox"/> Individual	<input type="checkbox"/> Sole Proprietorship-D.B.A.
<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation
<input type="checkbox"/> Trust	<input type="checkbox"/> Estate
<input type="checkbox"/> Federal Government	<input checked="" type="checkbox"/> State Government
<input type="checkbox"/> County Government	<input type="checkbox"/> City Government
<input type="checkbox"/> Other Government	<input type="checkbox"/> Other _____

For Corporations or Limited Partnerships, provide:

State Franchise Tax ID Number: N/A SOS Charter (filing) Number: N/A

### 3. APPLICATION CONTACT INFORMATION (Instructions, Page. 9)

If the TCEQ needs additional information during the review of the application, who should be contacted? Applicant may submit their own contact information if Applicant wishes to be the point of contact.

First and Last Name: James Vollrath

Title: Director - Utilities Operations

Organization Name: Texas State University

Mailing Address: C/O Central Plant, 601 University Drive

City: San Marcos State: TX ZIP Code: 78666

Phone No.: 512-245-2517 Extension: N/A

Fax No.: N/A

E-mail Address: [REDACTED]

#### 4. WATER RIGHT CONSOLIDATED CONTACT INFORMATION (Instructions, Page. 9)

This section applies only if there are multiple Owners of the same authorization. Unless otherwise requested, Co-Owners will each receive future correspondence from the Commission regarding this water right (after a permit has been issued), such as notices and water use reports. Multiple copies will be sent to the same address if Co-Owners share the same address. Complete this section if there will be multiple owners and all owners agree to let one owner receive correspondence from the Commission. Leave this section blank if you would like all future notices to be sent to the address of each of the applicants listed in section 2 above.

I/We authorize all future notices be received on my/our behalf at the following:

First and Last Name: N/A

Title: N/A

Organization Name: N/A

Mailing Address: N/A

City: N/A

State: N/A

ZIP Code: N/A

Phone No.: N/A

Extension: N/A

Fax No.: N/A

E-mail Address: N/A

## 5. MISCELLANEOUS INFORMATION (Instructions, Page. 9)

a. The application will not be processed unless all delinquent fees and/or penalties owed to the TCEQ or the Office of the Attorney General on behalf of the TCEQ are paid in accordance with the Delinquent Fee and Penalty Protocol by all applicants/co-applicants. If you need assistance determining whether you owe delinquent penalties or fees, please call the Water Rights Permitting Team at (512) 239-4600, prior to submitting your application.

1. Does Applicant or Co-Applicant owe any fees to the TCEQ? Yes /  No

If **yes**, provide the following information:

Account number: N/A

Amount past due: N/A

2. Does Applicant or Co-Applicant owe any penalties to the TCEQ? Yes /  No

If **yes**, please provide the following information:

Enforcement order number: N/A

Amount past due: N/A

b. If the Applicant is a taxable entity (corporation or limited partnership), the Applicant must be in good standing with the Comptroller or the right of the entity to transact business in the State may be forfeited. See Texas Tax Code, Subchapter F. Applicant's may check their status with the Comptroller at <https://mycpa.cpa.state.tx.us/coa/>

Is the Applicant or Co-Applicant in good standing with the Comptroller? Yes / No N/A

c. The commission will not grant an application for a water right unless the applicant has submitted all Texas Water Development Board (TWDB) surveys of groundwater and surface water use - if required. See TWC §16.012(m) and 30 TAC § 297.41(a)(5).

Applicant has submitted all required TWDB surveys of groundwater and surface water?  Yes / No



***This page was intentionally left blank.***

**6. SIGNATURE PAGE (Instructions, Page. 11)**

Applicant:

I, \_\_\_\_\_  
(Typed or printed name) (Title)

certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under Title 30 Texas Administrative Code §295.14 to sign and submit this document and I have submitted written evidence of my signature authority.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Use blue ink)

Subscribed and Sworn to before me by the said

on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public

[SEAL]

County, Texas

***If the Application includes Co-Applicants, each Applicant and Co-Applicant must submit an original, separate signature page***

***This page was intentionally left blank.***

## **II. TECHNICAL INFORMATION REPORT**

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# TECHNICAL INFORMATION REPORT

## WATER RIGHTS PERMITTING

This Report is required for applications for new or amended water rights. Based on the Applicant's responses below, Applicant are directed to submit additional Worksheets (provided herein). A completed Administrative Information Report is also required for each application.

*Applicants are strongly encouraged to schedule a pre-application meeting with TCEQ Permitting Staff to discuss Applicant's needs and to confirm information necessary for an application prior to submitting such application. Please call Water Availability Division at (512) 239-4600 to schedule a meeting.* Applicant attended a pre-application meeting with TCEQ Staff for this Application?  Y / N \_\_\_\_\_ (If yes, date : January 27, 2021).

### 1. New or Additional Appropriations of State Water. Texas Water Code (TWC) § 11.121 (Instructions, Page. 12)

**State Water is:** *The water of the ordinary flow, underflow, and tides of every flowing river, natural stream, and lake, and of every bay or arm of the Gulf of Mexico, and the storm water, floodwater, and rainwater of every river, natural stream, canyon, ravine, depression, and watershed in the state. TWC § 11.021.*

- a. Applicant requests a new appropriation (diversion or impoundment) of State Water? Y /  N \_\_\_\_\_
- b. Applicant requests an amendment to an existing water right requesting an increase in the appropriation of State Water or an increase of the overall or maximum combined diversion rate? Y /  N \_\_\_\_\_ (If yes, indicate the Certificate or Permit number: N/A)

*If Applicant answered yes to (a) or (b) above, does Applicant also wish to be considered for a term permit pursuant to TWC § 11.1381? Y / N N/A*

- c. Applicant requests to extend an existing Term authorization or to make the right permanent? Y /  N \_\_\_\_\_ (If yes, indicate the Term Certificate or Permit number: N/A)

*If Applicant answered yes to (a), (b) or (c), the following worksheets and documents are required:*

- **Worksheet 1.0 - Quantity, Purpose, and Place of Use Information Worksheet**
- **Worksheet 2.0 - Impoundment/Dam Information Worksheet** (submit one worksheet for each impoundment or reservoir requested in the application)
- **Worksheet 3.0 - Diversion Point Information Worksheet** (submit one worksheet for each diversion point and/or one worksheet for the upstream limit and one worksheet for the downstream limit of each diversion reach requested in the application)
- **Worksheet 5.0 - Environmental Information Worksheet**
- **Worksheet 6.0 - Water Conservation Information Worksheet**
- **Worksheet 7.0 - Accounting Plan Information Worksheet**
- **Worksheet 8.0 - Calculation of Fees**
- **Fees calculated on Worksheet 8.0 - see instructions Page. 34.**
- **Maps - See instructions Page. 15.**
- **Photographs - See instructions Page. 30.**

*Additionally, if Applicant wishes to submit an alternate source of water for the project/authorization, see Section 3, Page 3 for Bed and Banks Authorizations (Alternate sources may include groundwater, imported water, contract water or other sources).*

**Additional Documents and Worksheets may be required (see within).**

## 2. Amendments to Water Rights. TWC § 11.122 (Instructions, Page. 12)

This section should be completed if Applicant owns an existing water right and Applicant requests to amend the water right. *If Applicant is not currently the Owner of Record in the TCEQ Records, Applicant must submit a Change of Ownership Application (TCEQ-10204) prior to submitting the amendment Application or provide consent from the current owner to make the requested amendment. If the application does not contain consent from the current owner to make the requested amendment, TCEQ will not begin processing the amendment application until the Change of Ownership has been completed and will consider the Received Date for the application to be the date the Change of Ownership is completed. See instructions page. 6.*

Water Right (Certificate or Permit) number you are requesting to amend: 18-3865

Applicant requests to sever and combine existing water rights from one or more Permits or Certificates into another Permit or Certificate? Y /  N (if yes, complete chart below):

List of water rights to sever	Combine into this ONE water right
N/A	N/A

a. Applicant requests an amendment to an existing water right to increase the amount of the appropriation of State Water (diversion and/or impoundment)? Y /  N

*If yes, application is a new appropriation for the increased amount, complete Section 1 of this Report (PAGE. 1) regarding New or Additional Appropriations of State Water.*

b. Applicant requests to amend existing Term authorization to extend the term or make the water right permanent (remove conditions restricting water right to a term of years)? Y /  N

*If yes, application is a new appropriation for the entire amount, complete Section 1 of this Report (PAGE. 1) regarding New or Additional Appropriations of State Water.*

c. Applicant requests an amendment to change the purpose or place of use or to add an additional purpose or place of use to an existing Permit or Certificate?  Y / N

*If yes, submit:*

- **Worksheet 1.0 - Quantity, Purpose, and Place of Use Information Worksheet**
- **Worksheet 1.2 - Notice: "Marshall Criteria"**

d. Applicant requests to change: diversion point(s); or reach(es); or diversion rate?  Y / N

*If yes, submit:*

- **Worksheet 3.0 - Diversion Point Information Worksheet** (submit one worksheet for each diversion point or one worksheet for the upstream limit and one worksheet for the downstream limit of each diversion reach)
- **Worksheet 5.0 - Environmental Information** (Required for any new diversion points that are not already authorized in a water right)

e. Applicant requests amendment to add or modify an impoundment, reservoir, or dam? Y /  N

*If yes, submit: Worksheet 2.0 - Impoundment/Dam Information Worksheet* (submit one worksheet for each impoundment or reservoir)

- f. Other - Applicant requests to change any provision of an authorization not mentioned above? Y /  N \_\_\_\_\_ If yes, call the Water Availability Division at (512) 239-4600 to discuss.

**Additionally, all amendments require:**

- **Worksheet 8.0 - Calculation of Fees; and Fees calculated - see instructions Page. 34**
- **Maps - See instructions Page. 15.**
- **Additional Documents and Worksheets may be required (see within).**

### **3. Bed and Banks. TWC § 11.042 (Instructions, Page 13)**

- a. Pursuant to contract, Applicant requests authorization to convey, stored or conserved water to the place of use or diversion point of purchaser(s) using the bed and banks of a watercourse? TWC § 11.042(a). Y /  N \_\_\_\_\_

*If yes, submit a signed copy of the Water Supply Contract pursuant to 30 TAC §§ 295.101 and 297.101. Further, if the underlying Permit or Authorization upon which the Contract is based does not authorize Purchaser's requested Quantity, Purpose or Place of Use, or Purchaser's diversion point(s), then either:*

1. *Purchaser must submit the worksheets required under Section 1 above with the Contract Water identified as an alternate source; or*
2. *Seller must amend its underlying water right under Section 2.*

- b. Applicant requests to convey water imported into the state from a source located wholly outside the state using the bed and banks of a watercourse? TWC § 11.042(a-1). Y /  N \_\_\_\_\_

*If yes, submit: worksheets 1.0, 2.0, 3.0, 4.0, 5.0, 7.0, 8.0, Maps and fees from the list below.*

- c. Applicant requests to convey Applicant's own return flows derived from privately owned groundwater using the bed and banks of a watercourse? TWC § 11.042(b). Y /  N \_\_\_\_\_

*If yes, submit: worksheets 1.0, 2.0, 3.0, 4.0, 5.0, 7.0, 8.0, Maps, and fees from the list below.*

- d. Applicant requests to convey Applicant's own return flows derived from surface water using the bed and banks of a watercourse? TWC § 11.042(c). Y /  N \_\_\_\_\_

*If yes, submit: worksheets 1.0, 2.0, 3.0, 4.0, 5.0, 6.0, 7.0, 8.0, Maps, and fees from the list below.*

***\*Please note, if Applicant requests the reuse of return flows belonging to others, the Applicant will need to submit the worksheets and documents under Section 1 above, as the application will be treated as a new appropriation subject to termination upon direct or indirect reuse by the return flow discharger/owner.***

- e. Applicant requests to convey water from any other source, other than (a)-(d) above, using the bed and banks of a watercourse? TWC § 11.042(c). Y /  N \_\_\_\_\_

*If yes, submit: worksheets 1.0, 2.0, 3.0, 4.0, 5.0, 7.0, 8.0, Maps, and fees from the list below.*

*Worksheets and information:*

- **Worksheet 1.0 - Quantity, Purpose, and Place of Use Information Worksheet**
- **Worksheet 2.0 - Impoundment/Dam Information Worksheet** (submit one worksheet for each impoundment or reservoir owned by the applicant through which water will be conveyed or diverted)
- **Worksheet 3.0 - Diversion Point Information Worksheet** (submit one worksheet for the downstream limit of each diversion reach for the proposed conveyances)
- **Worksheet 4.0 - Discharge Information Worksheet** (for each discharge point)



- **Worksheet 5.0 – Environmental Information Worksheet**
- **Worksheet 6.0 – Water Conservation Information Worksheet**
- **Worksheet 7.0 – Accounting Plan Information Worksheet**
- **Worksheet 8.0 – Calculation of Fees; and Fees calculated – see instructions Page. 34**
- **Maps – See instructions Page. 15.**
- **Additional Documents and Worksheets may be required (see within).**

**4. General Information, Response Required for all Water Right Applications (Instructions, Page 15)**

a. Provide information describing how this application addresses a water supply need in a manner that is consistent with the state water plan or the applicable approved regional water plan for any area in which the proposed appropriation is located or, in the alternative, describe conditions that warrant a waiver of this requirement (*not required for applications to use groundwater-based return flows*). Include citations or page numbers for the State and Regional Water Plans, if applicable. Provide the information in the space below or submit a supplemental sheet entitled “Addendum Regarding the State and Regional Water Plans”:

Please see supplemental sheet entitled "Addendum Regarding the State and Regional Water Plans."

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b. Did the Applicant perform its own Water Availability Analysis? Y /  N \_\_\_\_\_

*If the Applicant performed its own Water Availability Analysis, provide electronic copies of any modeling files and reports.*

c. Does the application include required Maps? (Instructions Page. 15)  Y / N \_\_\_\_\_

# WORKSHEET 1.0

## Quantity, Purpose and Place of Use

### 1. New Authorizations (Instructions, Page. 16)

Submit the following information regarding quantity, purpose and place of use for requests for new or additional appropriations of State Water or Bed and Banks authorizations:

Quantity (acre- feet) <i>(Include losses for Bed and Banks)</i>	State Water Source (River Basin) or Alternate Source <i>*each alternate source (and new appropriation based on return flows of others) also requires completion of Worksheet 4.0</i>	Purpose(s) of Use	Place(s) of Use <i>*requests to move state water out of basin also require completion of Worksheet 1.1 Interbasin Transfer</i>
N/A	N/A	N/A	N/A

N/A Total amount of water (in acre-feet) to be used annually (*include losses for Bed and Banks applications*)

If the Purpose of Use is Agricultural/Irrigation for any amount of water, provide:

a. Location Information Regarding the Lands to be Irrigated

i) Applicant proposes to irrigate a total of N/A acres in any one year. This acreage is all of or part of a larger tract(s) which is described in a supplement attached to this application and contains a total of N/A acres in N/A County, TX.

ii) Location of land to be irrigated: In the N/A Original Survey No. N/A, Abstract No. N/A.

***A copy of the deed(s) or other acceptable instrument describing the overall tract(s) with the recording information from the county records must be submitted. Applicant's name must match deeds.***

***If the Applicant is not currently the sole owner of the lands to be irrigated, Applicant must submit documentation evidencing consent or other documentation supporting Applicant's right to use the land described.***

***Water Rights for Irrigation may be appurtenant to the land irrigated and convey with the land unless reserved in the conveyance. 30 TAC § 297.81.***

## 2. Amendments - Purpose or Place of Use (Instructions, Page. 12)

- a. Complete this section for each requested amendment changing, adding, or removing Purpose(s) or Place(s) of Use, complete the following:

Quantity (acre-feet)	Existing Purpose(s) of Use	Proposed Purpose(s) of Use*	Existing Place(s) of Use	Proposed Place(s) of Use**
513	Municipal	Municipal	Hays	Hays, Caldwell
534	Industrial	Municipal	Hays	Hays, Caldwell
70	Consumptive	Consumptive, Municipal	Hays	Hays, Caldwell

\*If the request is to add additional purpose(s) of use, include the existing and new purposes of use under "Proposed Purpose(s) of Use."

\*\*If the request is to add additional place(s) of use, include the existing and new places of use under "Proposed Place(s) of Use."

*Changes to the purpose of use in the Rio Grande Basin may require conversion. 30 TAC § 303.43.*

- b. For any request which adds Agricultural purpose of use or changes the place of use for Agricultural rights, provide the following location information regarding the lands to be irrigated:
- i. Applicant proposes to irrigate a total of N/A acres in any one year. This acreage is all of or part of a larger tract(s) which is described in a supplement attached to this application and contains a total of N/A acres in N/A County, TX.
  - ii. Location of land to be irrigated: In the N/A Original Survey No. N/A, Abstract No. N/A.  
***A copy of the deed(s) describing the overall tract(s) with the recording information from the county records must be submitted. Applicant's name must match deeds. If the Applicant is not currently the sole owner of the lands to be irrigated, Applicant must submit documentation evidencing consent or other legal right for Applicant to use the land described.***
- Water Rights for Irrigation may be appurtenant to the land irrigated and convey with the land unless reserved in the conveyance. 30 TAC § 297.81.***
- c. Submit Worksheet 1.1, Interbasin Transfers, for any request to change the place of use which moves State Water to another river basin.
- d. See Worksheet 1.2, Marshall Criteria, and submit if required.
- e. See Worksheet 6.0, Water Conservation/Drought Contingency, and submit if required.

## WORKSHEET 1.2 NOTICE. “THE MARSHALL CRITERIA”

This worksheet assists the Commission in determining notice required for certain **amendments** that do not already have a specific notice requirement in a rule for that type of amendment, and *that do not change the amount of water to be taken or the diversion rate*. The worksheet provides information that Applicant **is required** to submit for such amendments which include changes in use, changes in place of use, or other non-substantive changes in a water right (such as certain amendments to special conditions or changes to off-channel storage). These criteria address whether the proposed amendment will impact other water right holders or the on-stream environment beyond and irrespective of the fact that the water right can be used to its full authorized amount.

*This worksheet is **not required** for Applications in the Rio Grande Basin requesting changes in the purpose of use, rate of diversion, point of diversion, and place of use for water rights held in and transferred within and between the mainstems of the Lower Rio Grande, Middle Rio Grande, and Amistad Reservoir. See 30 TAC § 303.42.*

*This worksheet is **not required** for amendments which are only changing or adding diversion points, or request only a bed and banks authorization or an IBT authorization. However, Applicants may wish to submit the Marshall Criteria to ensure that the administrative record includes information supporting each of these criteria*

### 1. The “Marshall Criteria” (Instructions, Page. 21)

Submit responses on a supplemental attachment titled “Marshall Criteria” in a manner that conforms to the paragraphs (a) – (g) below:

- a. Administrative Requirements and Fees. Confirm whether application meets the administrative requirements for an amendment to a water use permit pursuant to TWC Chapter 11 and Title 30 Texas Administrative Code (TAC) Chapters 281, 295, and 297. An amendment application should include, but is not limited to, a sworn application, maps, completed conservation plan, fees, etc.
- b. Beneficial Use. Discuss how proposed amendment is a beneficial use of the water as defined in TWC § 11.002 and listed in TWC § 11.023. Identify the specific proposed use of the water (e.g., road construction, hydrostatic testing, etc.) for which the amendment is requested.
- c. Public Welfare. Explain how proposed amendment is not detrimental to the public welfare. Consider any public welfare matters that might be relevant to a decision on the application. Examples could include concerns related to the well-being of humans and the environment.
- d. Groundwater Effects. Discuss effects of proposed amendment on groundwater or groundwater recharge.

- e. State Water Plan. Describe how proposed amendment addresses a water supply need in a manner that is consistent with the state water plan or the applicable approved regional water plan for any area in which the proposed appropriation is located or, in the alternative, describe conditions that warrant a waiver of this requirement. The state and regional water plans are available for download at:  
<http://www.twdb.texas.gov/waterplanning/swp/index.asp>.
- f. Waste Avoidance. Provide evidence that reasonable diligence will be used to avoid waste and achieve water conservation as defined in TWC § 11.002. Examples of evidence could include, but are not limited to, a water conservation plan or, if required, a drought contingency plan, meeting the requirements of 30 TAC Chapter 288.
- g. Impacts on Water Rights or On-stream Environment. Explain how proposed amendment will not impact other water right holders or the on-stream environment beyond and irrespective of the fact that the water right can be used to its full authorized amount.

## WORKSHEET 3.0

### DIVERSION POINT (OR DIVERSION REACH) INFORMATION

This worksheet is **required** for each diversion point or diversion reach. Submit one Worksheet 3.0 for **each** diversion point and two Worksheets for **each** diversion reach (one for the upstream limit and one for the downstream limit of each diversion reach).

*The numbering of any points or reach limits should be consistent throughout the application and on supplemental documents (e.g. maps).*

#### 1. Diversion Information (Instructions, Page. 24)

a. This Worksheet is to add new (select 1 of 3 below):

1.  Diversion Point No. 1
2.  Upstream Limit of Diversion Reach No.
3.  Downstream Limit of Diversion Reach No.

b. Maximum Rate of Diversion for **this new point** 4.04 cfs (cubic feet per second)  
or 1815 gpm (gallons per minute)

c. Does this point share a diversion rate with other points? Y /  N  
*If yes, submit Maximum **Combined** Rate of Diversion for all points/reaches* N/A cfs or N/A gpm

d. For amendments, is Applicant seeking to increase combined diversion rate? Y /  N

*\*\* An increase in diversion rate is considered a new appropriation and would require completion of Section 1, New or Additional Appropriation of State Water.*

e. Check (✓) the appropriate box to indicate diversion location and indicate whether the diversion location is existing or proposed):

Check one		Write: Existing or Proposed
✓	Directly from stream	Proposed
	From an on-channel reservoir	
	From a stream to an on-channel reservoir	
	Other method (explain fully, use additional sheets if necessary)	

f. Based on the Application information provided, Staff will calculate the drainage area above the diversion point (or reach limit). If Applicant wishes to also calculate the drainage area, you may do so at their option.

Applicant has calculated the drainage area. Y /  N

If yes, the drainage area is N/A sq. miles.

*(If assistance is needed, call the Surface Water Availability Team at (512) 239-4600, prior to submitting application)*

## 2. Diversion Location (Instructions, Page 25)

- a. On watercourse (USGS name): San Marcos River
- b. Zip Code: 78666
- c. Location of point: In the William Pettus Original Survey No. N/A, Abstract No. A-21, Caldwell County, Texas.

***A copy of the deed(s) with the recording information from the county records must be submitted describing tract(s) that include the diversion structure.***

***For diversion reaches, the Commission cannot grant an Applicant access to property that the Applicant does not own or have consent or a legal right to access, the Applicant will be required to provide deeds, or consent, or other documents supporting a legal right to use the specific points when specific diversion points within the reach are utilized. Other documents may include, but are not limited to: a recorded easement, a land lease, a contract, or a citation to the Applicant's right to exercise eminent domain to acquire access.***

- d. Point is at:  
Latitude 29.8625898 °N, Longitude -97.8839255 °W.  
***Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places***
- e. Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program): Survey-grade Equipment
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 38.
- g. If the Plan of Diversion is complicated and not readily discernable from looking at the map, attach additional sheets that fully explain the plan of diversion.

# WORKSHEET 5.0

## ENVIRONMENTAL INFORMATION

### 1. Impingement and Entrainment

This section is required for any new diversion point that is not already authorized. Indicate the measures the applicant will take to avoid impingement and entrainment of aquatic organisms (ex. Screens on any new diversion structure that is not already authorized in a water right). **Instructions, Page 29.**

The intake structure will be equipped with screens having 0.125 inch slot openings. The slot flow through velocity will be no more than 0.5 feet/second. These measures are to avoid aquatic organism impingement or entrainment.

### 2. New Appropriations of Water (Canadian, Red, Sulphur, and Cypress Creek Basins only) and Changes in Diversion Point(s)

This section is required for new appropriations of water in the Canadian, Red, Sulphur, and Cypress Creek Basins and in all basins for requests to change a diversion point. **Instructions, Page 30.**

Description of the Water Body at each Diversion Point or Dam Location. (Provide an Environmental Information Sheet for each location),

a. Identify the appropriate description of the water body.

Stream

Reservoir

Average depth of the entire water body, in feet: N/A

Other, specify: N/A

b. Flow characteristics

If a stream, was checked above, provide the following. For new diversion locations, check one of the following that best characterize the area downstream of the diversion (check one).

Intermittent - dry for at least one week during most years

Intermittent with Perennial Pools - enduring pools

Perennial - normally flowing

Check the method used to characterize the area downstream of the new diversion location.

USGS flow records

Historical observation by adjacent landowners



Personal observation

Other, specify: N/A

c. Waterbody aesthetics

Check one of the following that best describes the aesthetics of the stream segments affected by the application and the area surrounding those stream segments.

- Wilderness: outstanding natural beauty; usually wooded or unpastured area; water clarity exceptional
- Natural Area: trees and/or native vegetation common; some development evident (from fields, pastures, dwellings); water clarity discolored
- Common Setting: not offensive; developed but uncluttered; water may be colored or turbid
- Offensive: stream does not enhance aesthetics; cluttered; highly developed; dumping areas; water discolored

d. Waterbody Recreational Uses

Are there any known recreational uses of the stream segments affected by the application?

- Primary contact recreation (swimming or direct contact with water)
- Secondary contact recreation (fishing, canoeing, or limited contact with water)
- Non-contact recreation

Submit the following information in a Supplemental Attachment, labeled Addendum to Worksheet 5.0:

1. Photographs of the stream at the diversion point or dam location. Photographs should be in color and show the proposed point or reservoir and upstream and downstream views of the stream, including riparian vegetation along the banks. Include a description of each photograph and reference the photograph to the map submitted with the application indicating the location of the photograph and the direction of the shot.
2. If the application includes a proposed reservoir, also include:
  - i. A brief description of the area that will be inundated by the reservoir.
  - ii. If a United States Army Corps of Engineers (USACE) 404 permit is required, provide the project number and USACE project manager.
  - iii. A description of how any impacts to wetland habitat, if any, will be mitigated if the reservoir is greater than 5,000 acre-feet.

### 3. Alternate Sources of Water and/or Bed and Banks Applications

This section is required for applications using an alternate source of water and bed and banks applications in any basins. **Instructions, page 31.**

- a. For all bed and banks applications:
  - i. Submit an assessment of the adequacy of the quantity and quality of flows remaining after the proposed diversion to meet instream uses and bay and estuary freshwater inflow requirements.

b. For all alternate source applications:

- i. If the alternate source is treated return flows, provide the TPDES permit number N/A
- ii. If groundwater is the alternate source, or groundwater or other surface water will be discharged into a watercourse provide:

Reasonably current water chemistry information including but not limited to the following parameters in the table below. Additional parameters may be requested if there is a specific water quality concern associated with the aquifer from which water is withdrawn. If data for onsite wells are unavailable; historical data collected from similar sized wells drawing water from the same aquifer may be provided. However, onsite data may still be required when it becomes available. Provide the well number or well identifier. Complete the information below for each well and provide the Well Number or identifier.

Parameter	Average Conc.	Max Conc.	No. of Samples	Sample Type	Sample Date/Time
Sulfate, mg/L	N/A	N/A	N/A	N/A	N/A
Chloride, mg/L	N/A	N/A	N/A	N/A	N/A
Total Dissolved Solids, mg/L	N/A	N/A	N/A	N/A	N/A
pH, standard units	N/A	N/A	N/A	N/A	N/A
Temperature*, degrees Celsius	N/A	N/A	N/A	N/A	N/A

\* Temperature must be measured onsite at the time the groundwater sample is collected.

- iii. If groundwater will be used, provide the depth of the well N/A and the name of the aquifer from which water is withdrawn N/A.

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# WORKSHEET 6.0

## Water Conservation/Drought Contingency Plans

This form is intended to assist applicants in determining whether a Water Conservation Plan and/or Drought Contingency Plans is required and to specify the requirements for plans.

**Instructions, Page 31.**

*The TCEQ has developed guidance and model plans to help applicants prepare plans. Applicants may use the model plan with pertinent information filled in. For assistance submitting a plan call the Resource Protection Team (Water Conservation staff) at 512-239-4600, or e-mail [wras@tceq.texas.gov](mailto:wras@tceq.texas.gov). The model plans can also be downloaded from the TCEQ webpage. Please use the most up-to-date plan documents available on the webpage.*

### 1. Water Conservation Plans

a. The following applications must include a completed Water Conservation Plan (30 TAC § 295.9) for each use specified in 30 TAC, Chapter 288 (municipal, industrial or mining, agriculture - including irrigation, wholesale):

1. Request for a new appropriation or use of State Water.
2. Request to amend water right to increase appropriation of State Water.
3. Request to amend water right to extend a term.
4. Request to amend water right to change a place of use.  
*\*does not apply to a request to expand irrigation acreage to adjacent tracts.*
5. Request to amend water right to change the purpose of use.  
*\*applicant need only address new uses.*
6. Request for bed and banks under TWC § 11.042(c), when the source water is State Water  
*\*including return flows, contract water, or other State Water.*

b. If Applicant is requesting any authorization in section (1)(a) above, indicate each use for which Applicant is submitting a Water Conservation Plan as an attachment:

1.  Municipal Use. See 30 TAC § 288.2. \*\*
2.  Industrial or Mining Use. See 30 TAC § 288.3.
3.  Agricultural Use, including irrigation. See 30 TAC § 288.4.
4.  Wholesale Water Suppliers. See 30 TAC § 288.5. \*\*

\*\*If Applicant is a water supplier, Applicant must also submit documentation of adoption of the plan. Documentation may include an ordinance, resolution, or tariff, etc. See 30 TAC §§ 288.2(a)(1)(J)(i) and 288.5(1)(H). Applicant has submitted such documentation with each water conservation plan?  Y /  N

c. Water conservation plans submitted with an application must also include data and information which: supports applicant's proposed use with consideration of the plan's water conservation goals; evaluates conservation as an alternative to the proposed

appropriation; and evaluates any other feasible alternative to new water development.  
See 30 TAC § 288.7.

Applicant has included this information in each applicable plan?  Y / N \_\_\_

## 2. Drought Contingency Plans

- a. A drought contingency plan is also required for the following entities if Applicant is requesting any of the authorizations in section (1) (a) above – indicate each that applies:
1.  Municipal Uses by public water suppliers. See 30 TAC § 288.20.
  2. \_\_\_ Irrigation Use/ Irrigation water suppliers. See 30 TAC § 288.21.
  3. \_\_\_ Wholesale Water Suppliers. See 30 TAC § 288.22.
- b. If Applicant must submit a plan under section 2(a) above, Applicant has also submitted documentation of adoption of drought contingency plan (*ordinance, resolution, or tariff, etc.* See 30 TAC § 288.30)  Y / N \_\_\_

# WORKSHEET 8.0 CALCULATION OF FEES

This worksheet is for calculating required application fees. Applications are not Administratively Complete until all required fees are received. **Instructions, Page. 34**

### 1. NEW APPROPRIATION

	Description	Amount (\$)
<b>Filing Fee</b>	Circle fee correlating to the total amount of water* requested for any new appropriation and/or impoundment. Amount should match total on Worksheet 1, Section 1. Enter corresponding fee under <b>Amount (\$)</b> . <u>In Acre-Feet</u>	N/A
	a. Less than 100	\$100.00
	b. 100 - 5,000	\$250.00
	c. 5,001 - 10,000	\$500.00
	d. 10,001 - 250,000	\$1,000.00
	e. More than 250,000	\$2,000.00
<b>Recording Fee</b>		\$25.00
<b>Agriculture Use Fee</b>	<i>Only for those with an Irrigation Use.</i> Multiply 50¢ x <u>N/A</u> Number of acres that will be irrigated with State Water. **	N/A
<b>Use Fee</b>	<i>Required for all Use Types, excluding Irrigation Use.</i> Multiply \$1.00 x <u>N/A</u> Maximum annual diversion of State Water in acre-feet. **	N/A
<b>Recreational Storage Fee</b>	<i>Only for those with Recreational Storage.</i> Multiply \$1.00 x <u>N/A</u> acre-feet of in-place Recreational Use State Water to be stored at normal max operating level.	N/A
<b>Storage Fee</b>	<i>Only for those with Storage, excluding Recreational Storage.</i> Multiply 50¢ x <u>N/A</u> acre-feet of State Water to be stored at normal max operating level.	N/A
<b>Mailed Notice</b>	Cost of mailed notice to all water rights in the basin. Contact Staff to determine the amount (512) 239-4600.	N/A
<b>TOTAL</b>		<b>\$ N/A</b>

### 2. AMENDMENT OR SEVER AND COMBINE

	Description	Amount (\$)
<b>Filing Fee</b>	Amendment: \$100	\$100.00
	OR Sever and Combine: \$100 x ___ of water rights to combine	N/A
<b>Recording Fee</b>		\$12.50
<b>Mailed Notice</b>	Additional notice fee to be determined once application is submitted.	
<b>TOTAL INCLUDED</b>		<b>\$ \$112.50</b>

### 3. BED AND BANKS

	Description	Amount (\$)
<b>Filing Fee</b>		\$100.00
<b>Recording Fee</b>		\$12.50
<b>Mailed Notice</b>	Additional notice fee to be determined once application is submitted.	
<b>TOTAL INCLUDED</b>		<b>\$ N/A</b>

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### **III. ADDENDUMS**



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**Addendum to Administrative Report  
Summary of Request  
Administrative Report Section 1.**

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## Summary of Request

### **To Amend Permit No. 18-3865**

Texas State University (Texas State) is the current owner of Certificate of Adjudication (COA) 18-3865. COA 18-3865 authorizes Texas State to impound up to one hundred fifty (150) acre-feet within Spring Lake (a reservoir located on the San Marcos River) and to use the impoundment for recreational purposes. COA 18-3865 also authorizes the following diversions, from two points on or near the perimeter of Spring Lake:

1. five hundred thirteen (513) acre-feet/year classified for municipal purposes;
2. five hundred thirty-four (534) acre-feet/year classified for industrial purposes;
3. sixty-four thousand three hundred seventy (64,370) acre-feet/year classified for hydroelectric and non-consumptive, instream purposes;
4. one hundred (100) acre-feet/year classified for agricultural-irrigation purposes; and
5. seven hundred (700) acre-feet/year classified for use in connection with an artificial waterfall, of which seventy (70) acre-feet/year is classified for consumptive purposes.

In an effort to enhance stream flows within the San Marcos River and to protect endangered aquatic species, Texas State and the City of San Marcos (City) entered into an Interlocal Cooperation Agreement (Agreement) in 2015. The Agreement includes provisions for Texas State to forgo withdrawing some of its authorized water rights from the San Marcos River in the vicinity of Spring Lake in exchange for the provision of reclaimed water to be provided to Texas State by the City. Under the Agreement, Texas State would remain the sole owner of all of the water rights authorized by COA 18-3865, but the City would be given permission to withdraw specified water rights from a new diversion point downstream of IH-35. The downstream diversion point would serve to protect a particularly environmentally sensitive portion of the San Marcos River immediately downstream of Spring Lake. The Agreement is included as an Addendum to this application (Addendum to Worksheet 3.0 – Interlocal Cooperation Agreement Between Texas State University and the City of San Marcos).

The City will utilize the water diverted from the San Marcos River for municipal purposes. The diversion point will be located at the Canyon Regional Water Authority's (CRWA's) Hays/Caldwell Water Treatment Plant, located at 135 Martindale Road in San Marcos, Texas, downstream of Spring Lake. A new river intake structure will be constructed to capture the water. The intake will be operated by CRWA and the raw water will be treated by CRWA at the Hays/Caldwell WTP before entering the City's treated water supply network. The City and CRWA have entered into a separate agreement for this arrangement, and the contract for this agreement is included as an Addendum to this application (Addendum to Worksheet 3.0 – Contract Between the City of San Marcos and Canyon Regional Water Authority). A copy of the deed for the new diversion point location is not included in this application since the intake will be operated by CRWA. The attached contract between the City and CRWA satisfies the requirement to provide proof of access to the diversion point location.

The proposed changes to Texas State's water rights will require an amendment to COA 18-3865 in order to change both the designated use and diversion point for some of the existing authorized diversions. The three authorized diversions for which Texas State will be amending are as follows:

1. Five hundred thirteen (513) acre-feet/year (currently classified for municipal purposes), which will be amended to move the diversion point;

2. Five hundred thirty-four (534) acre-feet/year (currently classified for industrial purposes), which will be amended to move the diversion point and to change the classified use from industrial to municipal; and
3. Seventy (70) acre-feet/year (currently classified for consumptive purposes), which will be amended to add a second diversion point and to add a classified municipal use.

Note that the seventy (70) acre-feet/year of water authorized for consumptive purposes is associated with an artificial waterfall located within Spring Lake and may only be withdrawn if the waterfall is not in operation. If the artificial waterfall returns to operation at a future date, the seventy (70) acre-feet/year will revert back to consumptive use as long as the waterfall is operational and neither the City nor Texas State will be authorized to divert the seventy (70) acre-feet/year.

No other changes to the remaining impoundment or other authorized diversions are requested by this application.

As Texas State is the sole owner of COA 18-3865, they are listed as the sole applicant in this amendment application. Since the City is the end user for the amended water rights in this application and a water supplier, the City's (rather than Texas State's) water conservation and drought contingency plans are included as an Addendum to this application (Addendum to Worksheet 6.0 – Water Conservation/Drought Contingency Plans).

**Addendum to Administrative Report  
Signatory Evidence  
Administrative Report Section 2.**

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# THE TEXAS STATE UNIVERSITY SYSTEM



## RULES AND REGULATIONS

LAMAR UNIVERSITY  
LAMAR INSTITUTE OF TECHNOLOGY  
LAMAR STATE COLLEGE - ORANGE  
LAMAR STATE COLLEGE - PORT ARTHUR  
SAM HOUSTON STATE UNIVERSITY  
SUL ROSS STATE UNIVERSITY  
TEXAS STATE UNIVERSITY

Adopted September 1, 1980  
Amended November 14, 2019,  
February 13, 2020,  
May 21, 2020, and August 13, 2020



fields of endeavor or otherwise significantly contributed to the development of a Component.

- 9.3 Building Plaques. Building plaques shall be provided on all new buildings, major landscaping projects, and major renovations where the function of the building changes or the building is substantially renovated. Existing building plaques shall remain in the case of renovation projects.

The Building Plaque text shall contain the name of the building on the date of its dedication; the Component name; and the names of the Governor, the Regents, Chancellor, and Component President serving at the time of Board approval of the project; the year in which the project was approved by the Board; the Architect or Engineer; and the General Contractor or Construction Manager. The plaque is subject to approval by the Planning and Construction Committee Chairman in a format and design that complies with standards and guidelines approved in the *System Policies and Procedures Manual for Planning and Construction*.

## 10. CONTRACTS, PURCHASES, AND AGREEMENTS.

- 10.1 Pecuniary Interest. No member of the Board of Regents shall enter into the discussion, make motions, or vote on a contract, purchase, or agreement of any character in which the member directly or indirectly has pecuniary interest. The provisions of *Government Code, Chapter 572* shall be observed.
- 10.2 Authority.
- 10.21 All contracts, purchases, and agreements in the amount of \$1 million or more as defined in *Chapter III, Subparagraph 1.1*, shall be submitted to the Board of Regents for approval.
- 10.22 Contracts, purchases, and agreements between \$500,000 and over, but less than \$1 million, are subject to approval by the Chancellor.
- 10.23 All contracts and agreements submitted to the Board or Chancellor shall be submitted for review by the Vice Chancellor and Chief Financial Officer and the Vice Chancellor and General Counsel prior to submission to the Board or Chancellor. The Vice Chancellor and General Counsel shall advise the Board or Chancellor of any contract or agreement that may have adverse legal ramifications.
- 10.24 The President of each Component shall be delegated the responsibility and authority to enter into contracts, purchases, and agreements for sums less than \$500,000 whether said amount is income or expenditure, including but not limited to, interlocal contracts with Texas local government entities, and interagency cooperation agreements between a Component and another state agency, and to enter into all grants and agreements funded by private individuals, governmental agencies, and foundations without regard to the amount, unless otherwise limited by the

Board. At the request of the Component President, the Vice Chancellor and General Counsel will provide advice and assistance with regard to such contracts, purchases, grants, and agreements. Upon a specific request by a member of the Board, the Chancellor, or the Vice Chancellor and General Counsel, the Component President shall submit designated contracts and agreements to the Chancellor for review by the Vice Chancellor and General Counsel.

- 10.25 The President may delegate power to contract, purchase, or enter into agreements of less than \$500,000, including but not limited to, interlocal contracts with Texas local government entities, and interagency cooperation agreements between a Component and another state agency, to other employees of the Component. Such delegation must be specific and in writing to be effective. The President will remain responsible for all contracts, purchases, and agreements for sums under \$500,000, and for the proper administration of all grants and agreements funded by private individuals, governmental agencies, and foundations, regardless of delegation of power to contract, purchase, or enter into agreements.
- 10.26 The President shall not enter into any faculty or personnel contracts or agreements which are not subject to approval of the Board unless the authority for such action has been previously delegated to the President by the Board.
- 10.3 Contract Vendor Employee Background Check Policies. System Components shall engage in due diligence in awarding contracts to vendors of services, who will maintain permanent staffing on the campus.
- 10.31 Due Diligence on Vendors. Before awarding a contract to a vendor of services, who will permanently place employees on the campus where such employees will be working with or around students, the Component shall:
- (1) During the bidding or negotiation process, notify prospective vendors, in writing, of the requirements of this paragraph;
  - (2) Secure credit and criminal background checks on the vendor's officers and managers dealing with or on the campus; and,
  - (3) Research prior or pending claims against the vendor (e.g., negligent hiring claims).
- 10.32 Content of Contracts. All contracts in which the vendor permanently places employees on the campus, working with or around students, shall include the following provisions and requirements:
- (1) A general liability policy, providing primary coverage and naming the Component, System, Regents, and their employees as additional insureds;

- (2) Indemnity and/or hold harmless clauses, protecting the Component, the System, Regents, and their employees from third party claims, caused, in whole or in part, by the actions or omissions of vendor, its employees, or other persons that the vendor causes to be on the campus;
- (3) A representation by the vendor that it has conducted the following background checks on its officers, employees, or other persons it causes to be on the campus:
  - (a) Sex offender and criminal history databases where the above individuals will be placed permanently on the campus, working with or around students;
  - (b) Criminal history and credit history background checks where the above individuals will be handling money, informational technology, or other security-sensitive areas as determined by the President;
- (4) That the President may require the vendor to remove any person from the campus that, in his or her judgment, poses a danger to health or safety;
- (5) An “independent contractor” clause.

10.4 Form and Procedure. All contracts, purchases, and agreements covered by *Subparagraph 10.21* of this *Chapter* of these *Rules and Regulations* shall be entered into after each instrument is considered and approved in open meeting. Each instrument shall identify the Component and shall be recorded in the minutes of the meeting at which it is approved. The original or a copy of an executed instrument shall be retained pursuant to the Texas State Records Retention Schedule by the signatory Component as a record of the Board. Additional copies of any contract or agreements may be executed and delivered as the Board may determine.

Endorsement Format. All contracts approved by the Board of Regents shall be endorsed by the contractor, firm, or agency, by and through its authorized representatives. On behalf of the System, the contracts shall have signature blocks for the President or his or her designee; for the Vice Chancellor and Chief Financial Officer, indicating “Reviewed and Recommended,” in the case of financial contracts; for the Vice Chancellor and General Counsel, indicating “Approved as to legal form”; and a line indicating “APPROVED by the Board of Regents of the Texas State University System on [date] at [place],” with an attestation signature block for the Chancellor, as Secretary to the Board.

10.5 Form of Motions for Contracts, Purchases and Agreements.

10.51 The Motion for any contract requiring Board approval shall contain the essential details of the transaction, including the following information:

- (1) Parties to the Contract;
- (2) Subject matter of the Contract;
- (3) Duration of the Contract, including any potential Amendments extending the Contract; and,
- (4) Price or not-to-exceed amount of the Contract, including any Amendments.

10.52 The Explanation to the Motion shall minimally include:

- (1) The Subject Matter of the Contract, including the Purpose of the acquisition;
- (2) The Source of Funding;
- (3) A Statement that it has been or will be reviewed by the Vice Chancellor and Chief Financial Officer and the Vice Chancellor and General Counsel; and,
- (4) A Statement verifying that the Texas Ethics Commission Form 1295 [Certificate of Interested Parties] has been completed, or that it will be completed prior to execution of the Contract.

10.6 Regental Prerogative. Any Regent who wishes to see and/or discuss a contract or contracts, may notify the Chancellor.

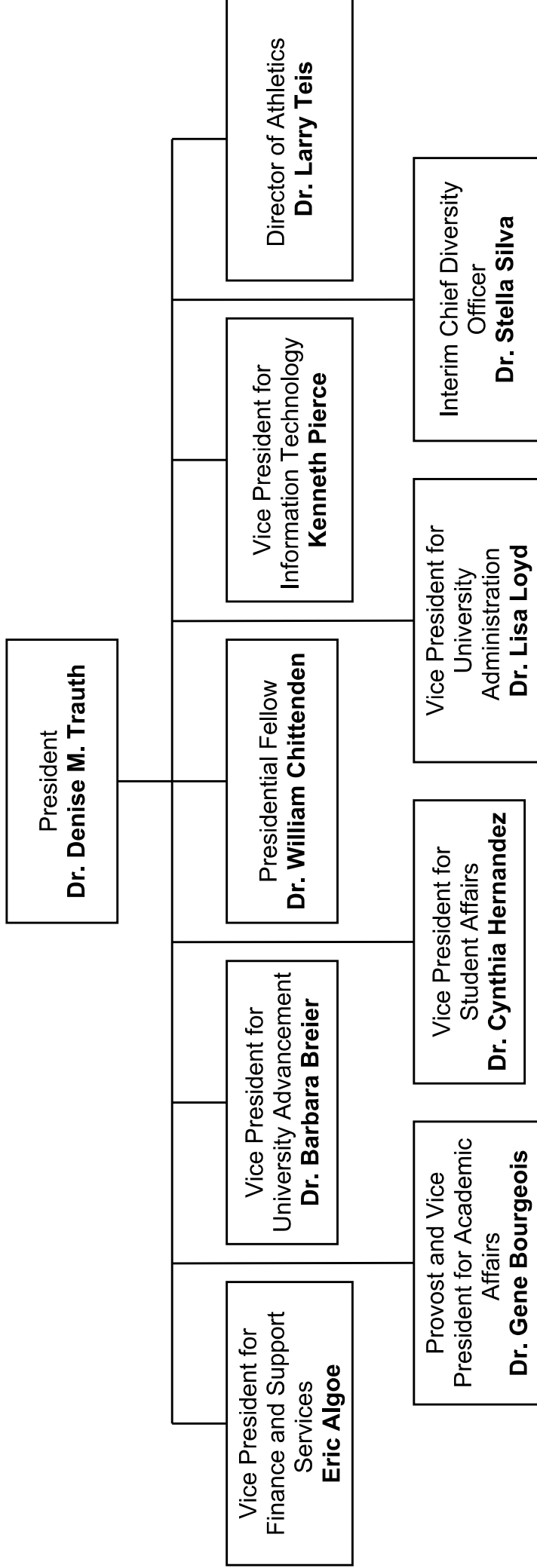
10.7 Contract Reporting

10.71 On a quarterly basis, each Component and System Administration personnel shall report to the Vice Chancellor and Chief Financial Officer the following information as to any Component or System contract, as the case may be, for goods or services that has a value exceeding \$1 million:

- (1) Compliance with financial provisions and delivery schedules under the contract;
- (2) Corrective action plans required under the contract and the status of any active corrective action plan; and
- (3) Any liquidated damages assessed or collected under the contract.

10.72 The Component or System Administration, as the case may be, shall verify (1) the accuracy of any information reported under *Subparagraph 10.51* that is based on information provided by a contractor, and (2) the delivery time of goods and services scheduled for delivery under the contract.

# TEXAS STATE UNIVERSITY ORGANIZATIONAL CHART



**Addendum to Technical Report  
Addendum Regarding the State and Regional Water Plans  
Technical Report Section 4.**

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### **Addendum Regarding the State and Regional Water Plans**

This application is consistent with the 2017 State Water Plan, which includes reuse as a recommended water management strategy (Chapter 8, pages 89 - 90). Furthermore, this application seeks to protect the state's water and natural resources and is consistent with the impacts of recommended strategies (Chapter 8, pages 101 - 103).

Texas State University (Texas State) and the City of San Marcos (City) are located within the Region L Planning Group. This application is consistent with the approved 2021 Region L Water Plan, which includes the exchange of surface water rights, the addition of diversion points, and the addition of types of use for existing authorizations as recommended water management strategies (Vol. 2, Chapter 5, Subsection 5.2.6). The project described in the application has also been specifically included in the 2021 Region L Water Plan as a water management strategy for the City (Vol. 2, Chapter 5, Subsection 5.2.9.2). Furthermore, this application is consistent with the Edwards Aquifer Habitat Conservation Plan described in the plan (Vol. 1, Chapter 6, Subsection 6.1.5; Vol. 2, Chapter 5, Subsection 5.2.3).



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**Addendum to Worksheet 1.2 – Notice. “The Marshall Criteria”  
Marshall Criteria  
Worksheet 1.2 Section 1**

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## **Marshall Criteria**

### **Administrative Requirements and Fees**

The application conforms to the administrative requirements for an amendment to a water use permit outlined in Chapter 11 of the Texas Water Code and Chapters 281, 295, and 297 of the Title 30 Texas Administrative Code. The application package includes a sworn application, a map identifying the diversion point for the appropriated waters of interest, completed conservation and drought contingency plans for the City of San Marcos (City; the end user of the appropriated waters of interest) as well as documentation of adoption of the drought contingency plan, and the appropriate fees for an amendment application.

### **Beneficial Use**

The proposed amendment will change or add “municipal use” to the classified uses for two existing, authorized diversions in Certificate of Adjudication 18-3865, both of which are currently classified for either industrial or consumptive use. Municipal use is an approved classification under Chapter 11 of the Texas Water Code (11.002).

The water will be treated and used by the City for drinking water supply.

The amendment is not seeking an increase in the appropriation or an increase in the combined maximum diversion rate.

### **Public Welfare**

The proposed amendment is not detrimental to public welfare. The proposed amendment will increase the quantity of State Water available for municipal purposes. It also increases base flows within the San Marcos River (River) in the vicinity of downtown, advances the purposes of the Edwards Aquifer Habitat Conservation Plan, and protects critical habitat within the River.

### **Groundwater Effects**

The proposed amendment is not anticipated to impact groundwater or groundwater recharge.

### **State Water Plan**

The proposed amendment is consistent with the 2017 State Water Plan, which includes reuse as a recommended water management strategy (Chapter 8, pages 89 - 90). Furthermore, this application seeks to protect the state’s water and natural resources and is consistent with the impacts of recommended strategies (Chapter 8, pages 101 – 103).

The applicant and the City are located within the Region L Planning Group. This application is consistent with the approved 2021 Region L Water Plan, which includes the exchange of surface water rights, the addition of diversion points, and the addition of types of use for existing authorizations as recommended water management strategies (Vol. 2, Chapter 5, Subsection 5.2.6). The project described in the application has also been specifically included in the 2021 Region L Water Plan as a water management strategy for the City (Vol. 2, Chapter 5, Subsection 5.2.9.2). Furthermore, this application is consistent with the Edwards Aquifer Habitat Conservation Plan described in the plan (Vol. 1, Chapter 6, Subsection 6.1.5; Vol. 2, Chapter 5, Subsection 5.2.3).

### **Waste Avoidance**

The City is the end user of the appropriated water of interest to the proposed amendment. The City’s existing water conservation plan presents best management practices to prevent water waste. These

practices include a water audit and leak detection/repair program, universal metering, water conservation ordinances, reuse of treated effluent, and a rainwater harvesting rebate program. The City's existing drought contingency plan presents year-round restrictions and five drought response stages with progressively more stringent demand management measures for water use including that associated to water waste. Evidence that the City's plans have been adopted is included in Appendix E of the Addendum included in this application and labeled "Addendum to Worksheet 6.0 – Water Conservation/Drought Contingency Plans." Additionally, the proposed amendment increases the use of reclaimed water, which is a water conservation strategy.

#### **Impacts on Water Rights or On-stream Environment**

The proposed amendment does not request an increase in the appropriation of State Water or an increase of the overall or maximum combined diversion rate. Furthermore, the proposed amendment seeks to move the point of diversion of one thousand one hundred seventeen (1,117) acre-feet/year of appropriated water presently authorized for diversion at Spring Lake, San Marcos, Texas more than six (6) miles downstream to the proposed diversion structure located at the Canyon Regional Water Authority Hays/Caldwell Water Treatment Plant (135 Martindale Rd.). The change in point of diversion is anticipated to enhance the quality of the on-stream environment through one of the most sensitive sections of the River and advances the purposes of the Edwards Aquifer Habitat Conservation Plan. The proposed amendment is not anticipated to impact other water right holders.

**Addendum to Worksheet 3.0 – Diversion Point (or Diversion Reach) Information  
Interlocal Cooperation Agreement Between Texas State University and the City of San Marcos  
Worksheet 3.0 Section 2**

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**RESOLUTION NO. 2015-84R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING AN INTERLOCAL AGREEMENT WITH TEXAS STATE UNIVERSITY THAT PROVIDES FOR THE EXTENSION OF A RECLAIMED WATERLINE AND PROVISION OF RECLAIMED WATER SERVICE TO TEXAS STATE UNIVERSITY IN EXCHANGE FOR THE TRANSFER BY TEXAS STATE UNIVERSITY OF CERTAIN RIGHTS TO WITHDRAW WATER FROM THE SAN MARCOS RIVER TO THE CITY IN FURTHERANCE OF THE HABITAT CONSERVATION PLAN; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:**

**PART 1.** An Interlocal Agreement with Texas State University for the extension of a reclaimed waterline to Texas State University in exchange for a transfer of certain rights to withdraw water from the San Marcos River is hereby approved.

**PART 2.** The City Manager is authorized to approve and execute said Interlocal Agreement on behalf of the City in substantially the form presented.

**PART 3.** This Resolution shall be in full force and effect immediately from and after its passage.

**ADOPTED** on July 21, 2015.



Daniel Guerrero  
Mayor

Attest:



Jamie Dee Pettijohn  
City Clerk



**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
THE CITY OF SAN MARCOS AND TEXAS STATE UNIVERSITY CONCERNING  
EXCHANGE OF RECLAIMED WATER FOR SURFACE WATER RIGHTS**

This Interlocal Cooperation Agreement (the “Agreement”) is made and effective as of \_\_\_\_\_, 2015 (the “Effective Date”) by and between the City of San Marcos, Texas (the “City”), 630 East Hopkins Street and Texas State University (“Texas State”), 601 University Drive, San Marcos, Texas 78666. The City and Texas State are each referred to hereinafter as a “Party” and collectively as the “Parties.”

**ARTICLE I  
RECITALS**

1. The Parties are participants in the Habitat Conservation Plan which was implemented to protect endangered species in the San Marcos River.
2. Enhancing stream flows through the San Marcos River will advance the purposes of the Habitat Conservation Plan.
3. The Parties recognize that one means of enhancing stream flows through the most sensitive sections of the San Marcos River is for Texas State to reduce the amount of water it withdraws from the river.
4. Texas State is willing to forego exercising its rights to withdraw surface water from the San Marcos River provided a suitable substitute quantity of reclaimed water is made available to it at a comparable cost.
5. The City operates a reclaimed water system that serves third party users and Texas State is willing to allocate a portion of its surface water rights to the City to enhance stream flows in the San Marcos River in exchange for reclaimed water from the City.
6. Texas State previously participated with the City in the cost to construct a segment of pipeline intended to connect Texas State’s main campus to the City’s reclaimed water system.

By separate agreement, the Parties will participate to complete the pipeline (the “Texas State Reclaimed Waterline Segment”) with the aid of grant funding from the Texas Water Development Board and the Edwards Aquifer Authority.

7. Pursuant to the Texas Interlocal Cooperation Act, Section 791.001, *et seq.* of the Texas Government Code which authorizes the Parties to contract with each other to perform governmental functions and services and in consideration of the mutual promises and benefits contained herein, the Parties enter into this Agreement.

## **ARTICLE II AGREEMENT**

1. **Exchange of Surface Water Rights for Reclaimed Water.** Texas State agrees to allocate its rights to withdraw surface water that flows through the San Marcos River to the City in exchange for the delivery of reclaimed water from the City under the terms set forth below.

a. **Start of Water Delivery.** Within 30 days after completion and acceptance by the City of the Texas State Reclaimed Waterline Segment, the authorized representatives of Parties will coordinate to establish appropriate connections and metering systems for Texas State to receive reclaimed water from the City and to agree upon a date upon which delivery will begin.

b. **Allocation of Surface Water Rights.** Concurrent with the start of the City’s delivery of reclaimed water to Texas State, Texas State will forego its rights to withdraw surface water that flows through the San Marcos River and hereby allocates its rights to the City to withdraw 1,164 acre feet of water from the San Marcos River under TCEQ permits numbered 18-3865-401 (534 ac-ft) and 18-3865-404 (630 ac-ft).

c. **City's Use of Allocated Surface Water.** The City agrees that the allocation of surface water rights by Texas State shall be for the purpose of preserving and enhancing stream flows through identified endangered species areas along the San Marcos River and that the water, if withdrawn by the City, may only be withdrawn downstream of IH-35. For example, the water may be withdrawn at the wastewater treatment plant to be pumped as reuse water or be allowed to flow to a withdrawal point for treatment to potable water quality and used in the water system such as the CRWA plant in Martindale. The decision as to amounts withdrawn of the allocated amount shall be at the sole discretion of the City.

d. **City to Provide Reclaimed Water.** Beginning with the first date delivery of reclaimed water to Texas State as provided above, the City shall make available and deliver to Texas State up to 400 acre feet of reclaimed water per year from the City's reclaimed water system. Delivery of reclaimed water in excess of 400 acre feet per year will be subject to the availability of unallocated reclaimed water from the City's reclaimed water supplies.

e. **Charges for Reclaimed Water.** The City shall install such meters as are reasonable and customary for measuring the volume of reclaimed water consumed by Texas State. Texas State shall be charged for reclaimed water delivered from the City at the City's then applicable reclaimed water rate. The initial current rate in effect as of the Effective Date of this Agreement is \$1.35 per 1,000 gallons of water or \$439.90 per acre foot. The City shall bill Texas State in accordance with the usual and customary utility billing practices between the City and Texas State, provided that the billing for the first cycle under this Agreement may be prorated if the delivery of reclaimed water begins during the middle of the normal billing cycle, e.g., monthly, quarterly, yearly, as applicable.

**f. Texas State Credit for Unused Water.** The City will provide a credit to Texas State for amounts of surface water rights made available to the City at a minimum of 400 acre feet, up to 1,164 acre feet, annually, which credit will be applied against any charges for City water or wastewater utilities of any type provided to Texas State as explained in this paragraph. The credit will be calculated by: **i)** multiplying the current reclaimed water rate by the amount of surface water rights used by the City at a minimum of 400 acre feet, up to 1164 acre feet, annually; **ii)** multiplying the current reclaimed water rate by the actual volume of acre feet of reclaimed water consumed by Texas State; and **iii)** providing a credit in the amount of the difference, if any. For example, if the current reclaimed water rate of \$439.90 per acre foot is multiplied by 1,164 acre feet of water, the value of such water is \$512,043.60 ( $\$439.90 \times 1164 = \$512,043.60$ ). If Texas State consumes 400 acre feet of water during a one year period at a cost of \$175,960.00, Texas State will be entitled to a credit in the amount of \$336,083.60 ( $\$512,043.60 - \$175,960.00 = \$336,083.60$ ).

**2. Term and Termination.**

**a. Term.** This Agreement shall be effective on the date first shown above and shall continue for a period of 99 years, unless renewed by mutual written agreement of the Parties.

**b. Termination.** Either party may:

**i.** request to terminate this agreement without cause with 60 days written notice to the other party, termination without cause requires the consent of both parties and is subject to establishing mutual conditions of termination; or

**ii.** terminate this contract for cause if the other party is put on notice of

the breach and given an opportunity to cure. If the breach is not cured within 60 days following the notice, or if a cure cannot be reasonably completed within 60 days and a cure is not begun and diligently pursued within 60 days, the contract can be terminated 10 days after written notice is given of the failure to cure the breach, subject to the right of either party to also pursue available remedies at law or in equity.

**3. Subject to TCEQ Approvals.** This Agreement and the obligations of the Parties under it are subject to approval by the Texas Commission on Environmental Quality of a change in the classification of the surface water allocated to the City from “Industrial” use to “Municipal” use and the change in location of the surface water withdrawal points downstream of the identified endangered habitat areas of the San Marcos River. The Parties agree to cooperate in effecting such transfers in accord with all State statutes and requirements or those of any entity having jurisdiction. In the event such approvals are not obtained, Texas State may still purchase reclaimed water from the City at the following rates:

- a.** \$1.35 per 1,000 gallons of reclaimed water for a period of 10 years from the first date of delivery;
- b.** \$1.35 per 1,000 gallons of reclaimed water, plus one-third of the difference between such rate and the then applicable rate in effect for year 11;
- c.** \$1.35 per 1,000 gallons of reclaimed water, plus two-thirds of the difference between such rate and the then applicable rate then in effect for year 12; and
- d.** the applicable rates then in effect for year 13 and all subsequent years..

**4. Notices.** All notices or other communications which are required or permitted hereunder shall be in writing and shall be deemed properly delivered if sent by U.S. Mail return

receipt requested, a nationally recognized overnight courier service, or by facsimile transmission or email to the following:

If to the City:  
City of San Marcos  
630 East Hopkins Street  
San Marcos, Texas 78666  
Attn: City Manager  
[REDACTED]

If to Texas State:  
Eric Algoe  
V.P. for Finance and Support Services  
Texas State University  
601 University Drive  
San Marcos, Texas 78666  
[REDACTED]

Either Party may change the address for notice by providing written notice of such change to the other Party.

- 5. Miscellaneous.** The following additional terms shall govern this Agreement.
- a. Amendments.** Any amendments to this Agreement shall be in writing and executed by a duly authorized representative of each of the Parties.
  - b. Current Funds.** All payments under this Agreement shall be made from current revenues available to the paying Party. All obligations of either Party requiring an expenditure of funds beyond the current fiscal year shall be subject to appropriation of funds during the fiscal year in which the obligation is incurred. The City, however, may discontinue the delivery of reclaimed water to Texas State if Texas State fails to timely pay for such service in accordance with the usual and customary utility billing and payment practices between the parties, subject to resuming service upon receipt of payment.
  - c. Sole Agreement.** This Agreement constitutes the entire agreement between the Parties, and there are no representations, warranties, agreements or commitments between the Parties hereto except as set forth herein.
  - d. Waiver.** No delay or failure by either Party to exercise any right, power or remedy, under this Agreement, and no partial or single exercise of that right, power or

remedy, shall constitute a waiver of that or any other right, power or remedy unless otherwise expressly provided herein. No waiver shall be deemed to have been made unless it is in writing and signed by the waiving Party.

**e. Applicable Law and Venue.** This Agreement is deemed to have been made in and to be performable in the Hays County, Texas, and shall be construed in accordance with and governed by the laws of the State of Texas.

**f. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**g. Assignment.** The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided, however, that neither Party may assign any of their respective rights nor delegate any of their respective duties hereunder without the other Party's prior written consent.


**h. Severability.** The invalidity of any provision or provisions of this Agreement shall not affect any other provision of this Agreement, which shall remain in full force and effect, nor shall the invalidity of a portion of any provision of this Agreement affect the balance of such provision.

**i. Interpretation.** This Agreement or any portion thereof shall not be interpreted by a court of law to the detriment of a Party based solely upon that Party's authorship of the Agreement or any portion thereof.

**j. Dispute Resolution.** To the extent applicable to this Agreement, the parties will use the procedures in Chapter 2260, Subchapter B of the Texas Government Code to resolve any disputes arising under this Agreement.



**IN WITNESS WHEREOF**, the Parties have executed this Interlocal Cooperation Agreement in duplicate counterparts, both having equal force and effect, as of the Effective Date.

**CITY OF SAN MARCOS**

By:   
\_\_\_\_\_  
Jared Miller, City Manager

12/02/2015  
Date

**TEXAS STATE UNIVERSITY**

By:   
\_\_\_\_\_  
Denise M. Trauth, President 

12/2/2015  
Date



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**FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF SAN MARCOS AND TEXAS STATE UNIVERSITY  
CONCERNING EXCHANGE OF RECLAIMED WATER FOR  
SURFACE WATER RIGHTS**

This First Amendment to the Interlocal Cooperation Agreement (the "Agreement") is made effective as of June 16, 2020 (the "Effective Date") by and between the **CITY OF SAN MARCOS** (the "CITY"), 630 East Hopkins Street, San Marcos, Texas 78666 and **TEXAS STATE UNIVERSITY** ("TEXAS STATE"), 601 University Drive, San Marcos, Texas 78666. The **CITY** and **TEXAS STATE** are each referred to hereinafter as a "Party" and collectively as the "Parties."

**WHEREAS**, TEXAS STATE and the CITY, entered into an Interlocal Cooperation Agreement concerning the exchange of Reclaimed Water for Surface Water Rights executed December 2, 2015 and December 3, 2015, (the "Agreement"); and

**WHEREAS**, TEXAS STATE and the CITY desire to amend the Agreement to correct TCEQ permit numbers and the stated acre feet of surface water for withdrawal;

**NOW, THEREFORE**, the Parties agree to be legally bound to this First Amendment to Interlocal Cooperation Agreement as follows:

1. **Article II AGREEMENT, Section 1 b. Allocation of Water Rights.** This section of the Agreement is revised to correctly reflect the acre feet of water permitted to be withdrawn and TCEQ permits numbers. Section 1 b is deleted in its entirety and replaced with the following:

"Concurrent with the start of the CITY's delivery of reclaimed water to TEXAS STATE, TEXAS STATE will forego its rights to withdraw surface water that flows through the San Marcos River and hereby allocates its rights to the CITY to withdraw, 1,117 (One Thousand One Hundred Seventeen) acre feet of water from the San Marcos River under TCEQ permits numbered 3865, Seq #1, Amendment D (513 ac ft, municipal/domestic use); 3865, Seq #2, Amendment D (534 ac ft, industrial use); and 3865, Seq #4, Amendment D (70 ac ft, consumptive use)."

2. **Article II AGREEMENT, Section 1 f Texas State Credit for Unused Water.** This section of the Agreement is revised to correctly reflect the maximum acre feet of surface water rights made available to the CITY. Section 1 f is deleted in its entirety and replaced with the following:

"The CITY will provide a credit to TEXAS STATE for amounts of surface water rights made available to the CITY at a minimum of 400 (Four Hundred) acre feet, up to 1,117 (One Thousand One Hundred Seventeen) acre feet, annually, which credit will be applied against any charges for CITY water or wastewater utilities of any type provided to TEXAS STATE as explained in this paragraph. The credit will be calculated by: i) multiplying the current reclaimed water rate by the amount of surface water rights used

by the CITY at a minimum of 400 (Four Hundred) acre feet, up to 1,117 (One Thousand One Hundred Seventeen) acre feet, annually; ii) multiplying the current reclaimed water rate by the actual volume of acre feet of reclaimed water consumed by TEXAS STATE; and iii) providing a credit in the amount of the difference, if any. For example, if the current reclaimed water rate of \$439.90 per acre foot is multiplied by 1,117-acre feet of water, the value of such water is \$491,368.30 ( $\$439.90 \times 1,117 = \$491,368.30$ ). If TEXAS STATE consumes 400-acre feet of water during a one-year period at a cost of \$175,960.00, TEXAS STATE will be entitled to a credit in the amount of \$315,408.30 ( $\$491,368.30 - \$175,960.00 = \$315,408.30$ )."

3. **Article II AGREEMENT, Section 5 b Current Funds.** This section of the Agreement is deleted in its entirety and is replaced with the following:

"All payments under this Agreement shall be made in accordance with the Prompt Payment Provisions of Texas Government Code 2251. Performance by either party under this Agreement may be dependent upon the appropriation and allotment of funds. If funds are not appropriated or if an allotment of the necessary funds fails to be made, then the City or TEXAS STATE will issue written notice and the parties will renegotiate this Agreement in good faith to preserve the underlying tenets. If unable to reach agreement, the parties will participate in non-binding mediation using a mutually agreeable mediator and sharing equally in the mediation expenses. The City and TEXAS STATE acknowledge that appropriation, allotment, and allocation of funds are beyond their control.

4. **Article II AGREEMENT, Section 5 Miscellaneous.** This section of the Agreement is revised with the addition of the following paragraphs after **Section 5 j**:

**"k. Sovereign Immunity.** Notwithstanding any provision of this Agreement, nothing herein shall be construed as a waiver by either party of its constitutional, statutory or common law rights, privileges, immunities or defenses. To the extent the terms of this paragraph conflicts with any other provision in this Agreement, the terms of this paragraph shall control.

**l. Public Records.** It shall be the independent responsibility of the City and Texas State to comply with the provisions of Chapter 552, Texas Government Code (the "Public Information Act"), as those provisions apply to the parties' respective information. The City is not authorized to receive public information requests or take any action under the Public Information Act on behalf of Texas State. Likewise, Texas State is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of The City.

**m. Nondiscrimination.** In their execution of this Agreement the Parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. To the extent not in conflict with federal or state law, the parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans' status, sexual orientation, gender

identity or gender expression. Any breach of this covenant may result in termination of this Agreement.

**n. Right to Audit.** The City understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the State of Texas Auditor's Office or any successor agency ("Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), Texas Education Code. The City shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all the information as requested. The City's failure to comply with this requirement shall constitute a material breach of Agreement and shall authorize TEXAS STATE and the State of Texas to assess immediately appropriate damages for such failure. The City acknowledges and understands that the acceptance of funds under Agreement shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. The City shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through the City and the requirement to cooperate is included in any subcontract it awards. Furthermore, under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

**o. Independent Audit.** The City agrees that Texas State, or any of its duly authorized representatives, at any time during the term of this Agreement, will have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of the City (such as sales receipts, salary lists, itemized expenses and disbursements, time reports, equipment charges, overtime reports, etc.), and related City's charges incurred in its performance under this Agreement. Such records will be kept by the City for a period of four years after Final Payment under this Agreement. The City agrees to refund to TEXAS STATE within thirty days of being notified by TEXAS STATE of any overpayments disclosed by any audits.

**p. Ethics Matters; No Financial Interest.** The City and its employees, agents, representatives and subcontractors have read and understand The System's Conflicts of Interest Policy and Code of Ethics at <https://gato-docs.its.txstate.edu/jcr:34a3f1a1-48af-4b2b-9abb-42921fb9ae23/Rules%20and%20Regulations%20May%202018.pdf> and applicable state ethics laws and rules, including Senate Bill 20 (84th Texas Legislature, 2015). The City represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement. Neither the City nor its employees, agents, representatives or subcontractors will assist or cause The System employees to violate The System's Conflicts of Interest Policy, The System's Ethics Code, or applicable state ethics laws or rules

Further, the City agrees to comply with §2252.908, Texas Government Code (Disclosure of Interested Parties Statute), and 1 TAC §§46.1 through 46.5 (Disclosure of Interested Parties Regulations), as implemented by the Texas Ethics Commission (TEC), including, among other things, providing the TEC and The System with information required on the form promulgated by TEC. The City may learn more about these disclosure requirements, including the use of TEC's electronic filing system, by reviewing the information on TEC's website at [https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html).

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Interlocal Cooperation Agreement in duplicate counterparts, both having equal force and effect, as of the Effective Date.

**CITY OF SAN MARCOS:**

By:  06/10/2020  
Bert Lumberras, City Manager Date

**TEXAS STATE UNIVERSITY:**

By:  6/16/2020  
Denise M. Trauth, President  Date

**Addendum to Worksheet 3.0 – Diversion Point (or Diversion Reach) Information  
Contract Between the City of San Marcos and Canyon Regional Water Authority  
Worksheet 3.0 Section 2**

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AMENDED AND RESTATED  
REGIONAL (HAYS/CALDWELL COUNTIES AREA)  
WATER SUPPLY AND TREATMENT CONTRACT

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February 9, 2021

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by and among  
CANYON REGIONAL WATER AUTHORITY  
and  
COUNTY LINE WATER SUPPLY SPECIAL UTILITY DISTRICT,  
CRYSTAL CLEAR WATER SUPPLY SPECIAL UTILITY DISTRICT,  
MARTINDALE WATER SUPPLY CORPORATION,  
MAXWELL SPECIAL UTILITY DISTRICT, and  
CITY OF SAN MARCOS, TEXAS

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**AMENDED AND RESTATED REGIONAL (HAYS/CALDWELL COUNTIES AREA)  
WATER SUPPLY AND TREATMENT CONTRACT**

THIS AMENDED AND RESTATED REGIONAL (HAYS/CALDWELL COUNTIES AREA) WATER SUPPLY AND TREATMENT CONTRACT (this “Amended and Restated Contract”) dated as of the 9<sup>th</sup> day of February, 2021 (the “Contract Date”), amending and restating that certain Regional (Hays/Caldwell Counties Area) Taxable Water Supply Contract dated August 1, 1998, as amended (the “Original Contract”), is by and among the CANYON REGIONAL WATER AUTHORITY, a regional water authority created under and essential to accomplish the purposes of Article XVI, Section 59 of the Constitution of the State of Texas, and the hereinafter defined Authority Act (the “Authority”), and:

COUNTY LINE SPECIAL UTILITY DISTRICT, a special utility district organized pursuant to Texas Water Code, Chapters 49 and 65 (“County Line SUD”);

CRYSTAL CLEAR SPECIAL UTILITY DISTRICT, a special utility district organized pursuant to Chapter 7206 of the Texas Special Districts Local Laws Code (“Crystal Clear SUD”);

MAXWELL SPECIAL UTILITY DISTRICT, a special utility district organized pursuant to Chapter 7222 of the Texas Special Districts Local Laws Code (“Maxwell SUD”);

MARTINDALE WATER SUPPLY CORPORATION, a Texas water supply corporation, organized originally pursuant to Texas Revised Civil Statutes Annotated Article 1434a, as amended (“Martindale WSC,” and, together with County Line SUD, Crystal Clear SUD and Maxwell SUD, the “Original Participating Members,” which, together with any Additional Participating Members as hereinafter defined, are collectively or individually referred to herein as “Participating Members”); and

CITY OF SAN MARCOS, TEXAS, a Texas home-rule municipality (the “City,” and, together with the Participating Members, the “Contracting Parties”).

**P R E A M B L E :**

WHEREAS, pursuant to applicable law, and particularly Article XVI, Section 59 of the Texas Constitution and the laws of the State of Texas (the “State”), particularly Chapter 670, Acts of the 71st Legislature, Regular Session, 1989, as amended (“the Authority Act”) and Chapter 791 of the Texas Government Code, as amended (the “Interlocal Cooperation Act”), the Authority is empowered to purchase, own, hold, lease, and otherwise acquire sources of a potable water supply; to build, operate, and maintain facilities for the treatment and transportation of water; to sell potable water to local governments, water supply corporations, and other persons in the State of Texas; and to protect, preserve, and restore the purity and sanitary condition to water in the Authority; and

WHEREAS, the Authority Act also authorizes the Authority, acting through its Board of Trustees (the “Board”) to issue revenue bonds to finance such projects, payable solely from the revenues derived from payments to be made to the Authority by the participating members and other customers for the purpose of defraying the cost of financing, acquiring, and constructing the projects; and

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act and the other laws of the State, the Authority and the Original Participating Members have previously entered into the Original Contract, as amended, as a taxable take-or-pay contract pursuant to which the Authority agreed to plan, design, acquire, construct, finance, and refinance treatment facilities, water supply pipelines, booster pumps, other appurtenances, and necessary easements and other interests in land, including water rights acquisitions for the Hays/Caldwell Area Water Treatment Plant (the “Original Project”) and pursuant to such terms the Original Participating Members would agree to make payments to or on behalf of the Authority in amounts sufficient to meet all of the Authority’s obligations relating to bonds issued to finance the Original Project and to operate and maintain the Original Project; and

WHEREAS, the Board has previously approved and issued, upon the request of the Original Participating Members, the following series of revenue bonds pursuant to the Original Contract to finance (or refinance) the costs of the Original Project: (i) “Taxable Contract Revenue Bonds (Hays/Caldwell Counties Area Project), Series 1999” (the “Series 1999 Bonds”); (ii) “Taxable Contract Revenue Bonds (Hays/Caldwell Counties Area Project), Series 2001” (the “Series 2001 Bonds”); (iii) “Original Contract Revenue Bonds (Hays/Caldwell Counties Area Project), Series 2003” (the “Series 2003 Bonds”); (iv) “Taxable Contract Revenue Refunding Bonds (Hays/Caldwell Counties Area Project), Series 2005” (the “Series 2005 Bonds”); and (v) “Taxable Contract Revenue Bonds (Hays/Caldwell Counties Area Project), Series 2017” (the “Series 2017 Bonds”); and

WHEREAS, the Board has previously approved and issued, upon the request of County Line SUD, Crystal Clear SUD, and Maxwell SUD, its “Taxable Contract Revenue Bonds (San Marcos River Rights Project), Series 2008” (the “Series 2008 Bonds” or “Special Project Bonds”) in an initial amount of \$3,200,000 (of which \$2,320,000 is currently outstanding) pursuant to the Original Contract for the purposes of financing the acquisition of certain San Marcos River water rights for the three Participating Members listed above;

WHEREAS, the Series 2003 Bonds, Series 2005 Bonds, and Series 2017 Bonds are currently outstanding in the aggregate principal amount of \$7,665,000 (the “Outstanding Bonds”); and

WHEREAS, the Contracting Parties have requested that the Authority upgrade and expand the Original Project to (i) increase the capacity of the Hays/Caldwell Area Plant from 2,908 acre feet to 4,468 acre feet, and (ii) install additional disinfection, storage and sludge handling improvements along with new raw water intake infrastructure (the “2020 Project”, and together with the Original Project, the “Project”) which will allow the Contracting Parties the ability to purchase treated water from the Authority; and

WHEREAS, the City will make a cash contribution to the Authority in the amount of \$7,918,624, which amount represents a City contribution to the Original Project (\$2,772,049) and a City Contribution to the 2020 Project (\$5,146,575) (which includes a City contribution to “pay down” the cost of the 2020 Project (\$511,593) so that the Series 2021 Bonds (as defined herein) can be issued on a tax-exempt basis); and

WHEREAS, the anticipated upgrade and expansion of the Original Project, being the 2020 Project, will cost approximately \$17,500,000 and will necessitate that the Authority issue approximately \$12,355,000 in tax-exempt, new money contract revenue bonds (the “Series 2021 Bonds”); and

WHEREAS, the City is requesting to purchase a right to use the hereinafter defined System, including the 2020 Project, to purchase treated water from the Authority; and

WHEREAS, to memorialize the terms pursuant to which the 2020 Project is financed by the Authority through participation in the 2020 Project by the Participating Members and the purchase of rights to the 2020 Project by the City after taking into effect the City’s purchase of capacity rights in the System, the Parties hereto now desire to enter into this Amended and Restated Contract; and

WHEREAS, the Authority recognizes that the Contracting Parties continue to hold and possess the material portions of their respective Certificates of Convenience and Necessity issued by the Commission, and continue to own and operate the material portions of their respective water pumping, storage, distribution, facilities, and any respective water treatment facilities currently owned by each of the Contracting Parties; and

WHEREAS, this Amended and Restated Contract shall constitute an interlocal cooperative agreement as authorized pursuant to the Interlocal Cooperation Act; and

WHEREAS, the adoption of this Amended and Restated Contract is hereby found and determined to be in the best interest of the Authority, its customers, the Participating Members, the City and their respective residents and customers;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set forth, the Authority and each of the Contracting Parties agree and contract as follows:

## **ARTICLE I**

### **Definitions**

#### Section 1.01. Definitions.

The following terms and expressions as used in this Amended and Restated Contract, unless the context clearly shows otherwise, shall have the following meanings:

“2020 Project” means the costs to finance, refinance, acquire, and construct treatment facilities, water supply pipelines, booster pumps, other appurtenances, and necessary easements and other interests in land, including water rights acquisitions, including all Project Costs, to expand the Original Project from a capacity of 2,908 acre feet to an increased capacity of 4,468 acre-feet as further described in Exhibit A attached hereto.

“Additional Participating Member(s)” means any entity or entities hereafter agreeing pursuant to Section 6.01 of this Amended and Restated Contract to be bound by the terms of this Amended and Restated Contract, as it may be amended from time to time.

“Adjusted Annual Payment” means the Annual Payment as adjusted by the Board during or after an Annual Payment Period, as provided by this Amended and Restated Contract.

“Amended and Restated Contract” means this Amended and Restated Regional (Hays/Caldwell Counties Area) Water Supply and Treatment Contract, as initially executed and as it may be amended from time to time.

“Annual City Payment” means the amount of money to be paid to the Authority by the City, during each Annual Payment Period, for the City Operation and Maintenance Expenses.

“Annual Payment” means the amount of money to be paid to the Authority by each Participating Member during each Annual Payment Period as its share of the Annual Requirement.

“Annual Payment Period” means the Authority’s fiscal year, which currently begins on October 1 of each calendar year and ends on September 30 of the next following calendar year, but which may be any twelve consecutive month period fixed by the Authority; the first Annual Payment Period under this Amended and Restated Contract is anticipated to be the period of October 1, 2020, through September 30, 2021.

“Annual Requirement” means, during an Annual Payment Period, the total amount required from the Participating Members to pay all Participating Members Operation and Maintenance Expenses of the Authority and the Project and all costs and payments due and payable for the amortization of the Bonds.

“Authority” means the Canyon Regional Water Authority, a regional water authority created under and essential to accomplish the purposes of Article XVI, Section 59 of the Constitution of the State of Texas created in accordance with the Authority Act. Except as otherwise noted herein, actions required or permitted to be taken by the Authority under this Amended and Restated Contract may be taken by the General Manager on behalf of the Authority.

“Authority Act” means Chapter 670, Acts of the 71st Legislature, Regular Session, 1989, as amended.

“Board” means the governing body of the Authority.

“Bond Resolution” means any resolution or other financing documents of the Authority which authorizes any Bonds.

“Bonds” means all bonds, notes, or other debt obligations payable from and secured, in whole or in part, from the payments to the Authority under the Original Contract or this Amended and Restated Contract and the interest thereon, previously issued or hereafter issued by the Authority to finance or refinance the costs to acquire, construct, and equip the Project, and/or all bonds, notes, or other obligations issued subsequently to finance or refinance the costs to improve and extend the Project, and any bonds, notes or other obligations issued to refund any Bonds.

“City” means the City of San Marcos, Texas.

“City Operation and Maintenance Expenses” means that portion of the Operations and Maintenance Expenses allocated to the City pursuant to Section 5.02 herein.

“Code” means the Internal Revenue Code of 1986, and any amendments thereto, as in force and effect on the date of delivery of any series of Bonds.

“Commission” means the Texas Commission on Environmental Quality or any successor entity thereto.

“Contracting Parties” means the Participating Members and the City.

“Credit Agreement” means any credit agreement, as defined in and authorized by the provisions of Chapter 1371, Texas Government Code, as amended, which the Authority enters into relating to its obligations with respect to the Bonds.

“EMMA” means the MSRB’s Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) <http://www.emma.msrb.org>.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Force Majeure” means such term as it is defined in Section 9.01 of this Amended and Restated Contract.

“GBRA Contract” means that certain water purchase contract entered into by and between the Authority and the Guadalupe Blanco River Authority dated as of June 16, 1999, as may be amended from time to time.

“General Manager” means the general manager of the Authority’s operations, including any party or entity that the Authority enters into a management contract to provide these services.

“Land Interests” means the easements, right-of-way, and other interests in real property necessary for the acquisition, construction, and operation of the Project.

“MSRB” means the Municipal Securities Rulemaking Board and any successor to its duties.

“Operation and Maintenance Expenses” means, during an Annual Payment Period, all direct costs and expenses incurred by the Authority for its operation and maintenance, including but not limited to, the operation and maintenance of the Project, including (for greater certainty but without limiting the generality of the foregoing) amounts payable under the GBRA Contract

and/or any contract with any federal, state, or local agency for the construction, operation, and/or water storage rights or other interests in water in Canyon Lake or other source of raw water, any contribution or payment in lieu of taxes or any fee or charge by any government authority (including Contracting Parties) relating to the Authority's transmission or sale of treated water hereunder, the costs of utilities, supervision, engineering, accounting, auditing, legal services, insurance premiums, supplies, services, and administration of the Project, Overhead Expenses, and costs of operating, repairing, maintaining, and replacing equipment for proper operation and maintenance of the Project, including an amount to fund a special reserve for the Operation and Maintenance Expenses or for additional capital improvements to the Project; the total amount to be accumulated for such operating and additional capital improvements reserve shall not exceed 25% of the annual Operation and Maintenance Expenses (estimated to be approximately three (3) months' expenses). The term "Operation and Maintenance Expenses" does not include depreciation charges or such portion of the above-described costs to the extent such costs are paid pursuant to an agreement other than this Amended and Restated Contract. "Operation and Maintenance Expenses" include the "Participating Members Operation and Maintenance Expenses" and the "City Operation and Maintenance Expenses."

"Original Contract" means that Regional (Hays/Caldwell Counties Area) Taxable Water Supply Contract entered into by the Authority and the Original Participating Members dated August 1, 1998, as amended by an Amendment dated May 12, 2003, an Amendment No. 2 dated November 1, 2003, and as further amended an Amendment date No. 3 dated February 28, 2008.

"Original Participating Members" means County Line SUD, Crystal Clear SUD, Martindale WSC, and Maxwell SUD.

"Overhead Expenses" means the Authority's reasonable and necessary costs and expenses incurred and directly related to the issuance and servicing of the Bonds, the acquisition of Land Interests required for the Project, the design, permitting, financing, acquisition, construction, and ownership of the Project and any other activities required of or involving the Authority in connection with or attributable to the Project or the Bonds, including, but not limited to:

(a) per diem and reimbursable expenses incurred by the Board for special meetings of the Board related to the Project,

(b) services of the professional, technical skilled and unskilled persons and firms engaged by or associated with the Authority, other than Authority staff personnel, together with their reimbursable expenses paid or required to be paid by the Authority;

(c) salaries of the Authority's staff attributable to the Project or the Bonds based on time expended, as documented or reasonably estimated by the General Manager of the Authority, times an overhead factor of two (2), which factor shall be subject to adjustment by the Authority from time to time in response to actual or reasonably projected overhead expenses of the Authority;

(d) the costs of preparing applications for and obtaining all approvals and authorizations required for the Project or the Bonds from the regulatory authorities having jurisdiction;



(e) the cost of property casualty and public liability insurance; including any insurance deductible charged to or required to be paid by the Authority;

(f) all costs incurred in litigation involving or relating to the Project; and

(g) any and all other reasonable and necessary costs and expenses, including out-of-pocket expenses, incurred by the Authority attributable to the Project or the Bonds, whether enumerated above or not and whether or not included in the definition or as a part of Project Costs.

“Original Project” means the costs to finance, refinance, acquire, and construct treatment facilities, water supply pipelines, booster pumps, other appurtenances, and necessary easements and other interests in land, including water rights acquisitions pursuant to the Original Contract to serve the Original Participating Members.

“Outstanding Bonds” means the Series 2003 Bonds, Series 2005 Bonds, and Series 2017 Bonds that are currently outstanding in the aggregate principal amount of \$10,800,000.

“Participating Member(s)” means certain of the Original Participating Members and all Additional Participating Members from time to time subject to this Amended and Restated Contract.

“Participating Members Operation and Maintenance Expenses” means that portion of the Operations and Maintenance Expenses allocated to the Participating Members pursuant to Section 5.01 herein.

“Parties” means the Participating Members, the Authority, the City, and all Additional Participating Members from time to time subject to this Amended and Restated Contract.

“Permitted Liens” means:

(a) Minor irregularities, charges, liens, encumbrances, defects, easements, licenses, rights-of-way, servitudes, restrictions, mineral rights, and clouds on title which, in the opinion of counsel to the Authority, do not materially impair the use of the Project for the purposes for which it is designed.

(b) Easements for roads (as used in this Amended and Restated Contract, the term “roads” shall include, without limitation, streets, curbs, gutters, drains, ditches, sewers, conduits, canals, mains, aqueducts, aerators, connections, ramps, docks, viaducts, alleys, driveways, parking areas, walkways, and trackage), utilities (which for purposes of this Amended and Restated Contract shall include, without limitation, water, sewer, electricity, gas, telephone, pipeline, railroad, and other collection, transportation, light, heat, power, and communication systems) and similar easements and other easements, rights-of-way, rights of flowage, flooding, diversion or outfall, licenses, restrictions, and obligations relating to the operation of the Project which, in the opinion of counsel to the Authority, do not materially impair the use of the Project for the purposes for which it is designed.

(c) Rights of the United States or any state or political subdivision, thereof, or other public or governmental authority or agency or any other entity vested with the power of eminent

domain to take or control property or to terminate any right, power, franchise, grant, license, or permit previously in force.

“Point(s) of Delivery” means the point or points designated in Exhibit B to this Amended and Restated Contract or by subsequent agreement where water will be delivered by the Authority to the Contracting Parties from the Project.

“Project” means the Original Project and the 2020 Project.

“Project Costs” means and includes, without limitation, the following costs incurred for the Project by or on behalf of the Authority:

(a) the cost of acquisition of the Land Interests, including appraisals, closing costs and title insurance policies;

(b) the cost of acquisition, construction, repair, replacement, or improvement of any structure, item of equipment, or other item, used for, or in connection with, the Project;

(c) the cost of site preparation of the Land Interests, including demolition or removal of structures and improvements as necessary or incident to accomplishing the Project;

(d) the cost of engineering, legal, architectural or other related services;

(e) the preparation cost of plans, specifications, studies, surveys, cost estimates, and other expenses necessary or incident to planning, providing, or financing the Project;

(f) the cost of machinery, equipment, furnishings, and facilities necessary or incident to placing the Project in operation;

(g) finance charges and interest before, during, and after construction;

(h) costs incurred in connection with financing the Project, including, without limitation:

(1) financing, legal, accounting, financial advisory, rating agency, and auditing fees, expenses and disbursements;

(2) the costs of a Credit Agreement;

(3) the cost of printing, engraving, and reproduction services; and

(4) the cost of a trustee’s or paying agent’s initial or acceptance fee and subsequent fees.

(i) all costs, fees and expenses of litigation of all kinds;

(j) the cost of property casualty and public liability insurance;

(k) the Authority’s Overhead Expenses; and

(l) other costs generally recognized as a part of project construction costs.

“Refunding Bonds” means any bonds issued to refund the Outstanding Bonds.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission and any successor to its duties.

“Series 2021 Bonds” means the Bonds that the Authority intends to issue to finance the construction of the 2020 Project.

“Sale and Offering Documents” means any official notice of sale, official bid form, preliminary official statement, official statement, application to the Texas Water Development Board, or other offering document for the Bonds.

“Special Project Bonds” means the Authority’s “Taxable Contract Revenue Bonds (San Marcos River Rights Project), Series 2008”.

“State” means the State of Texas.

“System” means all properties, facilities and plants (including the projects relating to the Hays/Caldwell Area Water Treatment Plant) currently owned, operated, and maintained by the Authority for the supply, treatment, and transmission of treated potable water, together with all future extensions, improvements, replacements and additions thereto, whether situated within or without the limits of the Authority; provided, however, that notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term System shall not mean to include facilities of any kind which are declared not to be a part of the System and which are acquired or constructed by or on behalf of the Authority with the proceeds from the issuance of bonds, as special revenue obligations of the Authority which are not payable from revenues of the System but which are payable from and equally and ratably secured by other liens on and pledges of any revenues, sources or payments, not pledged to the payment of the System bonds including, but not limited to, special contract revenues or payments received from any other legal entity in connection with such facilities.

#### Section 1.02. Construction.

Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Amended and Restated Contract and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity of this Amended and Restated Contract.

## ARTICLE II

### **Representations and Warranties**

#### Section 2.01. Representations and Warranties of Authority.

The Authority hereby represents to the Parties that:

A. The Authority is a political subdivision under the laws of the State and is duly qualified and authorized to carry out the governmental functions as contemplated by this Amended and Restated Contract; the Authority has full power and authority to sell or otherwise convey treated water to the Contracting Parties in accordance with the terms of this Amended and Restated Contract.

B. The Authority has the power, authority, and legal right to enter into and perform under this Amended and Restated Contract and the execution, delivery, and performance hereof have been duly authorized.

C. The Authority is authorized to own and finance the Project pursuant to the Authority Act, including the issuance of the Series 2021 Bonds.

D. This Amended and Restated Contract has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding special obligation of the Authority enforceable in accordance with its terms.

#### Section 2.02. Representations and Warranties of Participating Members.

Each of the Participating Members hereby represents and warrants to the Parties that:

A. It is a political subdivision or water supply corporation under the laws of the State and has full power and authority to purchase treated water from the Authority in accordance with the terms of this Amended and Restated Contract, and the execution, delivery, and performance hereof have been duly authorized.

B. The execution and delivery of this Amended and Restated Contract by such Participating Member and the performance of the provisions hereof by such Participating Member do not and will not conflict with or constitute on the part of such Participating Member a breach or a default of any provision of any other contract or agreement of such Participating Member.

C. This Amended and Restated Contract has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the Participating Member enforceable in accordance with its terms.

Section 2.03. Representations of City.

City hereby represents to the Parties that:

A. The City is a political subdivision and a home-rule municipality under the laws of the State and is duly qualified and authorized to carry out the governmental functions as contemplated by this Amended and Restated Contract.

B. The City has the power, authority, and legal right to enter into and perform under this Amended and Restated Contract and the execution, delivery, and performance hereof have been duly authorized.

C. The City has the authority to enter into an agreement with the Authority for the provision of governmental services, including water services, pursuant to the Interlocal Cooperation Act.

D. This Amended and Restated Contract has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding special obligation of the City enforceable in accordance with its terms.

**ARTICLE III**

**Construction of Project and Issuance of Bonds**

Section 3.01. Agreements of the Parties.

Each of the Participating Members and the City hereby find that the Annual Payments paid by the Participating Members pursuant to this Amended and Restated Contract is the sole security for the Outstanding Bonds, the Series 2021 Bonds, and any Refunding Bonds.

Section 3.02. Contribution of the City.

A. The City will not be a Participating Member under this Amended and Restated Contract. In return for the right to receive treated water from the 2020 Project pursuant to the terms of this Amended and Restated Contract, the City agrees to contribute \$7,918,624.00 from any source, provided that at least \$511,593.00 of the City's contribution shall be made from available taxes or revenues (or any source other than tax-exempt debt). The City shall make its contributions on the following schedule:

- (1) The City will contribute to the Authority on or before February 28, 2021 the amount of \$3,283,642.00, of which amount \$2,772,049.00 represents the City's share of the Original Project based on an agreed depreciated value of the Original Project financed with the Outstanding Bonds as of the Contract Date of \$9,425,811.00 and \$511,593.00 represents a portion of the City's financial or contractual obligations related to the acquisition, construction and financing 2020 Project. The City's contribution in the amount of \$511,593.00 shall be utilized by the Authority to "pay down" the Martindale WSC's right to capacity so that such amounts are less than 10% of the total of the capacity of the 2020

Project, and so that the Series 2021 Bonds and any Refunding Bonds can be issued by the Authority on a tax-exempt basis, thereby reducing the overall financing costs (and the City's corresponding allocable share) for the 2020 Project.

- (2) The City will contribute the remaining amount of \$4,634,982.00 for deposit to an account controlled by the Authority no later than May 31, 2021. Such amount shall prepay the City's financial or contractual obligations related to the acquisition, construction and financing of the 2020 Project.
- (3) After applying funds from the City as set forth above, the Authority, after consultation with its financial advisor and other consultants, shall use any amounts remaining from the City's contribution to repay Outstanding Bonds or in such other manner which solely benefits all of the Participating Members on a pro-rata basis, based on their percentage of Allocated Capacity.

Section 3.03. Allocation of the Projects.

After the initial contribution from the City of \$5,146,575.00 as described in Section 3.02, the City and each Participating Member's respective share of the depreciated value of the Project, its annual capacity, and maximum daily capacity (as further defined in Exhibit A, Schedule II), based on such entity's respective participation in the Project (inclusive of the 2020 Project), shall be as follows:

Entity	Allocation of 2020 Project Value	Percentage of 2020 Project Value	Allocated Capacity (AF)	Maximum Capacity (GPD)
County Line SUD	\$5,123,125	29.275%	1,308.00	1,610,116
Crystal Clear SUD	1,958,425	11.191%	500.00	615,488
Martindale WSC	1,746,850	9.982%	446.00	549,015
Maxwell SUD	3,525,025	20.143%	900.00	1,107,878
City of San Marcos	5,146,575	29.409%	1,314.00	1,617,502
Total	\$17,500,000	100.00%	4,468.00	5,500,000

The Parties further agree that all Participating Members, but not the City, shall make payments to or on behalf of the Authority in amounts sufficient to meet all of the Authority's obligations relating to the Outstanding Bonds, the Series 2021 Bonds, and any Refunding Bonds based on their respective participation in the Project as reflected in the chart below, pursuant to this Amended and Restated Agreement.

Entity	Percentage of Bond Cost Allocation
County Line SUD	41.471%
Crystal Clear SUD	15.853%
Martindale WSC	14.141%
Maxwell SUD	28.535%
City of San Marcos	0.00%
Total	100.00%

Section 3.04. Allocation of Special Project Bonds.

Costs related to the Special Project Bonds, the proceeds of which were used by the Authority to acquire certain San Marcos River water rights for the purposes of supplying treated water to Crystal Clear SUD, County Line SUD, and Maxwell SUD, shall be allocated as set forth below:

Entity	Percentage of Special Project Bond Cost Allocation
County Line SUD	36.42%
Crystal Clear SUD	18.10%
Martindale WSC	0.00%
Maxwell SUD	45.48%
City of San Marcos	0.00%
Total	100.00%

Section 3.05. Construction of Project.

The Authority agrees that the acquisition, construction, and improvement of the 2020 Project by the Authority will be accomplished in accordance with generally accepted engineering practices and, subject to the issuance of the Bonds pursuant to Section 3.07 to provide a source of funds, with all practical dispatch.

Section 3.06. Compliance with Certain City Rules and Regulations.

In consideration of the right to receive treated water under this Amended and Restated Contract, the City agrees that the Authority will be granted a waiver or other exemption from the following rules and regulations related to the construction of the 2020 Project:

- Section 3.8.1.7 Conventional Streetscape Type shall be modified to remove the requirement for a 6-foot sidewalk for the approximately 1,110 linear feet of frontage along Old Martindale Road, and no payment-in-lieu of construction shall be required.
- Section 3.6.2.1 Block Perimeter shall not apply to subdivision plat for the property.

- Chapter 3, Article 10 Parks and Open Space shall not apply to the Minor Plat associated with the improvements. The City acknowledges that Lot 2 of the proposed subdivision is currently used for residential purposes and no dedication or fees shall apply.

Section 3.07. Issuance of Bonds.

A. The Authority may issue its Bonds, payable from and secured by a pledge of the Annual Payments from this Amended and Restated Contract to finance the costs of acquiring, constructing, extending, enlarging, repairing, renovating, equipping, and otherwise improving the Project, or to refund any outstanding Bonds.

B. (1) Each Bond Resolution of the Authority shall specify the exact principal amount of the Bonds to be issued thereunder, which Bonds shall mature within the maximum allowable period or such shorter period as determined by the Authority and shall bear interest not exceeding the maximum allowable rates, all as permitted by law, and each Bond Resolution shall contain such other terms and provisions pertaining to the security and payment of Bonds and the operation and maintenance of the Project as may be necessary for the marketing and sale of the Bonds. The Authority may from time to time issue its Bonds in such amounts as are within its judgment and discretion sufficient to achieve full implementation of the Project.

(2) Prior to the final adoption of a Bond Resolution or any amendment of a Bond Resolution by the Authority's Board of Directors a copy of the proposed Bond Resolution, and the Sale and Offering Documents shall be presented to the Participating Member for review and approval.

(3) Upon the Participating Member's approval of (i) each Bond Resolution hereafter adopted by the Authority, (ii) any amendments to any Bond Resolution, and (iii) the Sale and Offering Documents and the delivery to the Authority of a certification signed by the authorized representative of the Participating Member to the effect that the Bond Resolution and the Sale and Offering Documents comply with this Amended and Restated Contract, then upon the adoption and approval of the Bond Resolution in such final form by the Authority's Board of Directors and the issuance and delivery of the Bonds to the purchaser thereof, the Bond Resolution shall for all purposes be considered approved by the Authority and deemed to be in compliance with this Amended and Restated Contract in all respects, and the Bonds issued thereunder will constitute Bonds as defined in this Amended and Restated Contract for all purposes. Any owner of Bonds is entitled to rely fully and unconditionally on any such approval.

(4) All covenants and provisions in the Bond Resolution affecting, or purporting to bind, the Participating Member, shall, upon the delivery of the Bonds, become absolute, unconditional, valid, and binding covenants and obligations of the Participating Member so long as said Bonds and interest thereon are outstanding and unpaid, and may be enforced as provided in this Amended and Restated Contract and the Bond Resolution. Particularly, the obligation of the Participating



Member to make, promptly when due, all Annual Payments specified in this Amended and Restated Contract shall be absolute and unconditional, and said obligation may be enforced as provided in this Amended and Restated Contract. In addition, subject to the approval of the Participating Member, the Authority may enter into Credit Agreements for the purpose of achieving the lowest financing costs for the Project.

Section 3.08. Liens. None of the Contracting Parties or the Authority will create or permit or suffer to exist any lien, encumbrance, or charge upon the Project or any interest therein at any time, except Permitted Liens.

Section 3.09. Tax-Exempt Bonds. The Parties hereto understand and agree that the Authority will use its best efforts to provide for, but will not be liable for a failure to produce, the lowest overall debt service cost for the Bonds to be issued for the Project. In connection therewith, the Parties intend that the Authority will issue Bonds, the interest on which is excludable from the gross income of the owners thereof for federal income tax purposes. The Parties hereto acknowledge their understanding that the federal income tax laws impose certain restrictions on the use and investment of proceeds of such tax-exempt bonds and on the use of the property financed therewith and the output produced therefrom. Accordingly, the Parties agree and covenant that if the Bonds are offered to investors with the understanding that the interest will be exempt from federal income taxation, then the Parties, their assigns and agents, will take such action to assure, and refrain from such action which will adversely affect the treatment of such Bonds as obligations described in section 103 of the Code. Should any Party fail to comply with such covenant, the effect of which being that the Bonds no longer qualify as obligations described in the Code, such defaulting Party shall be liable for all costs resulting from the loss of the tax-exempt status of the Bonds. The Parties hereby agree and covenant to comply with all of the representations and covenants relating to such exemption which are set out in any Bond Resolution or as set forth in this Amended and Restated Contract. The Parties further agree and covenant that in the event the Bonds issued are to be tax-exempt, they will modify such agreements, make such filings, restrict the yield on investments, and take such other action necessary to fulfill the applicable provisions of the Code. For these purposes, the Parties may rely on the respective opinion of any firm of nationally-recognized bond attorneys selected by them. In the event that a conflict arises in the opinions of the respective firms of each of the Parties, the Parties will identify a different firm, that is mutually acceptable to both Parties, in order to resolve the conflict of opinion.

Section 3.10. Payment to Rebate Fund. In the event that tax-exempt Bonds are issued as provided in Section 3.09, the Authority will covenant and agree in the Bond Resolution to make the determinations and to pay any deficiency into a rebate fund, at the times and as described in the Bond Resolution to comply with the provisions of section 148(f)(2) of the Code. In any event, if the amount of cash held in the rebate fund shall be insufficient to permit the trustee or paying agent to make payment to the United States of America of any amount due on any date under section 148(f)(2) of the Code, the Authority forthwith shall pay the amount of such insufficiency on such date to the trustee or paying agent in immediately available funds for such purpose.

Section 3.11. Sale and Offering Documents. At the request of the Authority, the Participating Members and the City shall provide to the Authority current and historical information concerning their respective utility systems, general fund information, the financial conditions results, and prospects of the Participating Members, and such other information concerning the Participating Members and the City as the Authority shall deem advisable for inclusion in the Sale and Offering Documents for the Bonds of each series and shall certify to the Authority and the underwriters of any offering of Bonds to be made by means of such Sale and Offering Documents when and if the Participating Members and the City deem such Sale and Offering Documents to be complete and final for purposes of the Rule. The Participating Members and the City represent and warrant that all statements concerning the Participating Members and the City (including, without limitation, their financial condition, results, and prospects, their utility system, and any demographic and economic information concerning the area served by their utility system) that are contained in any Sale and Offering Document shall be true in all material respects and shall not omit to state any material fact necessary to make the statements made in such Sale and Offering Document, in light of the circumstances in which they are made, not misleading.

Section 3.12. Authority's Rights Assigned to Trustee. The Participating Members are advised and recognize that as security for the payment of the Bonds, the Authority may assign to a trustee, pursuant to one or more trust indentures to be authorized by the Bond Resolution, the Authority's rights under this Amended and Restated Contract, including the right to receive the Annual Payments hereunder. The Participating Members herewith assent to such assignment and will make the Annual Payments directly to the trustee without defense or set-off by reason of any dispute between the Participating Members and the Authority or the trustee. All rights against the Participating Members arising under this Amended and Restated Contract or the Bond Resolution and assigned to the trustee may be enforced by the trustee, or the owners of the Bonds, to the extent, provided in the Bond Resolution, and the trustee, or the owners of the Bonds, shall be entitled to bring any suit, action, or proceeding against the Participating Members, to the extent provided in the Bond Resolution, for the enforcement of this Amended and Restated Contract, and it shall not be necessary in any such suit, action, or proceeding to make the Authority a party thereto.

## ARTICLE IV

### **Sale and Purchase of Treated Water; Operating Requirements**

Section 4.01. Water Conveyance; Right of First Refusal to Purchase Capacity.

A. The Contracting Parties hereby agree to pay for the right to receive from the Authority and the Authority hereby agrees to sell to the Contracting Parties all of the treated water produced by the Authority through the Project, subject to the terms of conditions of this Amended and Restated Contract. It is expressly recognized that the treated water delivered to each Contracting Party as disclosed in Exhibit A shall be owned by such Contracting Party and may be sold, or otherwise conveyed by such Contracting Party in accordance with applicable law; provided, however, before any Contracting Party enters into a contract or other agreement to transfer, sell, or convey the right to receive a share of the capacity of the Project pursuant to the terms of this Amended and Restated Contract, such Contracting Party shall afford the Authority

the right of first refusal for a period of 90 days to obtain such capacity for redistribution to other Contracting Parties on the same terms and conditions; and further provided, however, that no sale of the right to receive a share of capacity of the Project, nor any redistribution by the Authority of such capacity, shall adversely affect the treatment of any Bonds issued under Section 3.09 hereof as obligations described in section 103 of the Code.

Upon the exercise of such right, the Authority shall purchase, and the Contracting Parties hereby each agree to relinquish their right to purchase, treated water produced by the Project upon reduction, on a proportionate basis, of the Contracting Party's share of their Annual Payments under this Amended and Restated Contract.

B. Each of the Contracting Parties shall be entitled to receive from the Authority the quantities of treated water identified in Exhibit A attached hereto and in accordance with this Amended and Restated Contract. To the extent the Authority has acquired additional water under the GBRA Contract or from some other source, or to the extent the Authority acquires a percentage share of the treated water produced by the Project pursuant to Paragraph A of this Section, the Authority may sell or otherwise use such water to supply treated water to other Contracting Parties, to retail customers, if any, of the Authority, or on a spot basis. To the extent the Contracting Parties do not request all of their allotted treated water as set forth on Exhibit A, the Authority may sell or otherwise use such water to supply treated water to other Contracting Parties, to retail customers, if any, of the Authority, or on a spot basis, provided that revenues from such spot sales shall be credited in whole to the Operation and Maintenance Expenses of the Contracting Parties whose share of capacity is utilized for such sales.

#### Section 4.02. Points of Delivery.

Each Contracting Party agrees to take treated water at the Point(s) of Delivery for such Contracting Party set forth in Exhibit B hereto. Modification of such Points of Delivery may be mutually agreed to in writing between each Contracting Party, respectively, and the Authority. The Authority will maintain ownership of the connection (being any device, including welded pipe connections, water installations, valves, meter vaults, or similar devices) between the Authority's System and the utility system of the Contracting Parties.

#### Section 4.03. Other Contracts.

A. If the Authority exercises its right to water under this Amended and Restated Contract pursuant to Section 4.01, the Authority reserves the right to supply treated water from the Project to others on wholesale or retail basis; provided, however, that the Authority shall afford each of the other Contracting Parties a period of 60 days to obtain such treated water in an amount equal to the Contracting Party's respective pro-rata percentage of the Project, on the same terms and conditions, prior to supplying such treated water to entities other than the Contracting Parties. Each such contract with other entities shall be limited to the Authority's share of treated water covered by this Amended and Restated Contract and shall not contain any provision which would adversely affect the Contracting Parties' percentage share of treated water covered by this Amended and Restated Contract, except as permitted by Section 4.01.

B. The Contracting Parties hereto recognize and acknowledge that the Authority shall have the right and authority to contract or make other arrangements with respect to its percentage share of water from the Project without limitation or approval of any Contracting Party.

Section 4.04. Quality.

A. The water to be delivered by the Authority and received by each Contracting Party shall be treated water from the Project of a quality sufficient to meet the requirements for potable water established by the Commission and the United States Environmental Protection Agency. Each Contracting Party has satisfied itself that such water will be suitable for its needs.

The Authority shall not be responsible for maintaining any particular amount of chlorine residuals at any point in any Contracting Party's utility system.

B. The Authority shall periodically collect samples of treated water delivered to Contracting Parties and other customers and cause same to be analyzed consistent with guidelines established by the Commission using the then-current edition of Standard Methods for Examination of Water and Wastewater as published by the American Water Works Association ("AWWA") and others.

Section 4.05. Metering Equipment.

A. The Authority will furnish, install, operate, and maintain at its expense the necessary equipment and devices (including a meter house or pit) of standard type required for measuring the quantity of water delivered under this Amended and Restated Contract from the Project to each Contracting Party's Point(s) of Delivery. Such meters and other equipment so installed shall be the property of the Authority. The Authority shall inspect, calibrate, and adjust its meters at least annually as necessary to maintain accurate measurements of the quantity of water being delivered. Each Contracting Party shall have access to the metering equipment at all reasonable times for inspection and examination, but the reading, calibration, and adjustment thereof shall be done only by employees or agents of the Authority. If requested, a Contracting Party may witness such reading, calibration, and adjustment of meters. A Contracting Party is also entitled to the testing reports upon request. Any measuring device which fails to function or which functions incorrectly shall promptly be adjusted, repaired, or replaced by a like device having the required accuracy. A meter registering not more than five percent (5%) above or below the test results shall be deemed to be accurate; provided, however, that for any meter installed on or after the Contract Date, a meter registering not more than two percent (2%) above or below the test results shall be deemed to be accurate. The previous readings of any meter disclosed by tests to be inaccurate shall be corrected for one-half (1/2) the period elapsed since the next preceding meter test but in no event to exceed six (6) months in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless the Authority and the Contracting Party shall agree upon a different amount. All readings of meters will be entered upon proper books of record maintained by the Authority. Any Contracting Party may have access to said record books during normal business hours.

B. Under the GBRA Contract, the Authority is required to install metering devices to measure the amount of water taken from Canyon Lake and purchased from GBRA. Such metering devices shall be considered to be a part of the Project.

Section 4.06. Pressure, Backflow, Maximum Rate of Flow.

A. The Authority shall deliver treated water to the Point(s) of Delivery for each Contracting Party at a pressure of not less than 36 psi or at such other pressure agreed upon by the Authority and the Contracting Party. After initial construction of the Project, if a Contracting Party requires a greater or lesser pressure, such Contracting Party shall bear all of the costs of providing such greater or lesser pressure. Pressure failure due to supply line breaks, power failures, flood, fire, earthquakes, other catastrophes, or use of water to fight fires, or any other cause beyond the reasonable control of the Authority shall relieve the Authority from compliance with this provision for such reasonable period of time as may be necessary to restore pressure.

B. The Authority shall install and maintain at its sole expense at each Point of Delivery a backflow preventer of AWWA-approved quality. Each Contracting Party shall have the right to inspect the backflow preventer at each of its Points of Delivery at such reasonable times at such Contracting Party in its discretion may determine are required.

C. The maximum rate of flow per day that may be provided to each Contracting Party by the Authority is established in Exhibit A hereto and incorporated by reference for all purposes to this Amended and Restated Contract.

## ARTICLE V

### Fiscal Provisions

Section 5.01. Annual Requirement of the Participating Members.

Subject to the terms and provisions of this Amended and Restated Contract, the Authority will provide and pay for the cost of the Project, in part, through the issuance of Bonds. It is acknowledged and agreed that payments by the Participating Members to the Authority under this Amended and Restated Contract will be the sole or primary source of funds available to the Authority to provide the Annual Requirement. Each Participating Member shall be obligated to pay the full amount of its Annual Requirement notwithstanding that it may elect not to receive the full amount of treated water available to it under this Amended and Restated Contract. In compliance with the Authority's duty to fix and from time to time to revise the rates and charges for services rendered under this Amended and Restated Contract, the Annual Requirement may change from time to time. Each such Annual Requirement shall be allocated among the Participating Members and the Authority based upon a rate methodology to be developed by the Authority and according to their respective percentage shares of treated water covered by this Amended and Restated Contract (provided that for the purposes of Section 5.01(B) herein, the respective percentage shares shall exclude any share of treated water made available to the City pursuant to this Amended and Restated Contract), and the Annual Requirement for each Annual Payment Period shall be identified in each annual budget and shall at all times be not less than an amount sufficient to pay or provide for the payment of the following:

- A. all Participating Members Operation and Maintenance Expenses; and
- B. a capital component, including principal, interest, premium, reserve funds, and other funds established or required by any Bond Resolution and to pay the principal of and interest on the Bonds.

Section 5.02. Annual City Payment.

Following the City's contribution pursuant to Section 3.02 above, the City shall have no obligation to pay any costs related to the Bonds. The City shall have no obligation to pay any costs related to water rights or raw water contract supplying water for treatment which is allocated to the Participating Members. The City shall be obligated to pay the full amount of its Annual City Payment notwithstanding that it may elect not to receive the full amount of treated water available to it under this Amended and Restated Contract. In compliance with the Authority's duty to fix and from time to time to revise the rates and charges for services rendered under this Amended and Restated Contract, the Annual City Payment may change from time to time. The Annual City Payment shall be allocated to the City based upon a rate methodology to be developed by the Authority and according to its respective percentage share of treated water covered by this Amended and Restated Contract, and the Annual City Payment for each Annual Payment Period shall be identified in each annual budget and shall at all times be an amount sufficient to pay the City Operation and Maintenance Expenses.

Section 5.03. Annual Budget.

Each annual budget for the acquisition and/or operation and maintenance of the Project shall always provide for amounts sufficient to pay the Annual Requirement and the Annual City Payment. The annual budget for the Project for the Annual Payment Period during Fiscal Year 2020-2021 will be prepared and adopted by the Authority based on estimates made by the Authority. Each Contracting Party will be furnished a copy of such annual budget, and each Contracting Party hereby acknowledges its ability to pay its share of the Annual Requirement or Annual City Payment, as applicable, from available funds budgeted therefor. On or before July 15 of each year thereafter commencing July 15, 2021, the Authority shall furnish to each Contracting Party a preliminary estimate of the Annual Payment required from each Contracting Party for the next following Annual Payment Period.

Not less than 60 days before the commencement of each Annual Payment Period beginning in Fiscal Year 2020-2021, the Authority shall cause to be prepared a preliminary budget for the Project for the next ensuing Annual Payment Period. A copy of such preliminary budget shall be filed with each Contracting Party before action by the Board. Any Contracting Party may submit comments about the preliminary budget directly to the Board. The Board may adopt the preliminary budget or make such amendments thereof as to it may seem proper, provided, however, no change or amendment to the preliminary budget will be made by the Board alter such preliminary budget has been submitted to the Contracting Parties which change or amendment would in effect increase the Annual Requirement or Annual City Payment without resubmitting such amended preliminary budget to the Contracting Parties. The Board shall thereupon approve the annual budget. With respect to budgetary matters, the Contracting Parties shall have the right only to comment on the preliminary budget; their approval of the preliminary or final annual

budget shall not be required. The annual budget thus approved by the Board shall be the annual budget for the next ensuing Annual Payment Period. The annual budget, including the first annual budget, may be amended by the Authority at any time to transfer funds from one account or fund to another account or fund provided such transfer will not increase the total budget and the transfer of funds is attributable to the costs of the Project or to the Project's maintenance and operation. Subject to notification to the Contracting Parties, the amount for any account or fund, or the amount for any purpose, in the annual budget may be increased through formal action by the Board even though such action might cause the total amount of the annual budget for the Project to be exceeded; provided, however, such action shall be taken only in the event of an emergency or special circumstances which shall be clearly stated in the notice to the Contracting Parties and in the resolution at the time such action is taken by the Board.

Notwithstanding anything herein to the contrary, no failure of the Authority to estimate, and no mistake by the Authority in any estimate of, the amount of or schedule for Annual Payments due from the Contracting Parties in any fiscal year shall relieve the Contracting Parties from (or defer) their absolute and unconditional obligation to make all Annual Payments or Annual City Payments in full when due.

Section 5.04. Payments by Contracting Parties.

A. Subject to Sections 4.05.A and 4.06.B, each Contracting Party agrees to pay for the total cost of material, labor, and equipment required to implement a connection at that Contracting Party's Point of Delivery.

B. For the treated water available to the Contracting Parties under this Amended and Restated Contract (whether or not the Contracting Parties elect to receive such water), each of the Contracting Parties agrees to pay, at the time and in the manner hereinafter provided, its share of the Annual Requirement or Annual City Payment, as applicable. Each of the Contracting Parties shall pay its part of the Annual Requirement or Annual City Payment, as applicable, for each Annual Payment Period directly to the Authority, in monthly installments in accordance with the schedule of payments furnished by the Authority (or its assigns), as hereinafter provided.

C. Each Contracting Party shall pay its share of the Annual Requirement or Annual City Payment, as applicable, according to a rate methodology to be developed by the Authority or based upon the relative amount of water available to each Contracting Party and set forth on Exhibit A, as amended from time to time. The Authority shall charge each Contracting Party its share of pumping costs according to the volume of water actually delivered.

D. Each Contracting Party's allocated share of the Annual Requirement or Annual City Payment, as applicable, for each Annual Payment Period shall be made in accordance with a written schedule of payments for the appropriate Annual Payment Period which will be supplied to each of the Contracting Parties by the Authority.

E. Notwithstanding the foregoing, the Annual Requirement and the Annual City Payment, and each Contracting Party's share thereof, shall be redetermined, after consultation with

each of the Contracting Parties, at any time during any Annual Payment Period, to the extent deemed necessary or advisable by the Authority, if:

1. the Authority exercises its option to acquire treated water pursuant to Section 4.01;
2. unusual, extraordinary, or unexpected Operation and Maintenance Expenses are required which are not provided for in the Authority's annual budget or reserves for the Project;
3. Operation and Maintenance Expenses of the Project are substantially less than estimated;
4. a Contracting Party's interest under this Amended and Restated Contract is terminated as provided herein or Additional Participating Members become subject to this Amended and Restated Contract;
5. the Authority issues Bonds for the Project; or
6. the Authority receives either significantly more or significantly less revenues or other amounts than those anticipated.

F. Each Contracting Party hereby agrees that it will make payments to the Authority required by this Amended and Restated Contract at the Authority's offices within 30 days of the date a bill for service is deposited in the United States mail. If any Contracting Party at any time disputes the amount to be paid by it to the Authority, such complaining party shall nevertheless promptly make such payment or payments; but if it is subsequently determined by agreement or by appropriate administrative, board, agency, or court decision that such disputed payments should have been less, or more, the Authority shall promptly revise and reallocate the charges in such manner that the Contracting Party will recover its overpayment or the Authority will recover the amount due it. All amounts due and owing to the Authority by each Contracting Party or due and owing to any Contracting Party by the Authority shall, if not paid when due, bear interest at the maximum lawful non-usurious rate of interest per annum from the date when due until paid.

G. The Authority shall, to the extent permitted by law, suspend the delivery of services or water from the Project to any Contracting Party which remains delinquent in any payments due under the preceding paragraph for a period of thirty (30) days, and shall not resume delivery of services or water while such Contracting Party is so delinquent. The Authority also retains the right to charge a reconnection fee or other appropriate charges prior to commencing utility service to the delinquent Contracting Party. It is further provided and agreed that if any Contracting Party should remain delinquent in any payments due hereunder for a period of one hundred twenty (120) days, and if such delinquency continues during any period thereafter, such Contracting Party's minimum amount specified in Exhibit A, shall be deemed to have been zero gallons during all periods of such delinquency, for the purpose of calculating and redetermining the percentage of each Annual Payment or Annual City Payment to be paid by the non-delinquent Contracting Parties and the Authority, and the Authority shall redetermine such percentage on that basis in such event so that the non-delinquent Contracting Parties and the Authority collectively shall be required to pay all of the Annual Requirement and Annual City Payment. However, the Authority shall pursue all legal remedies against any such delinquent Contracting Party to enforce and



protect the rights of the Authority, the other Contracting Parties, and the holders of the Bonds, if Bonds have been issued or incurred. The delinquent Contracting Party shall not be relieved of the liability to the Authority for the payment of all amounts which would have been due hereunder had no default occurred or the percentage had not been redetermined as provided in this Section. It is understood that the foregoing provisions are for the benefit of the Authority and holders of the Authority's Bonds, if Bonds have been issued or incurred, so as to insure that all of the Annual Requirement will be paid by the non-delinquent Contracting Party and the Authority during each Annual Payment Period regardless of the delinquency of a particular Contracting Party. If any amount due and owing the Authority by any Contracting Party is placed with an attorney for collection, such Contracting Party shall pay to the Authority all attorneys' fees, in addition to all other payments provided for herein, including interest.

H. If, during any Annual Payment Period, any Contracting Party's Annual Payment or Annual City Payment is redetermined in any manner as provided or required in this Section, the Authority will promptly furnish such Contracting Party with an updated schedule of monthly payments reflecting such redetermination.

#### Section 5.05. Unconditional Payments.

A. Notwithstanding any provision of this Amended and Restated Contract to the contrary, while this Amended and Restated Contract remains in effect, each of the Participating Members agrees to pay its share of the total cost of the Project and the Bonds, and the City agrees to pay the City Operation and Maintenance Expenses. If the Authority elects to exercise its option to acquire a percentage share of the treated water covered by this Amended and Restated Contract as provided in Section 4.01, the Annual Payment or Annual City Payment of each Contracting Party shall be reduced to the proportion that each Contracting Party's amount of water identified in Exhibit A bears to the total amount of water available from the Project. Initially, the Participating Members agree to pay 100% of the Annual Requirement and the City agrees to pay 100% of the Annual City Payment, but, if the Authority exercises its option to acquire treated water from the Project pursuant to Section 4.01, the Contracting Parties and the Authority shall share the cost of the Operation and Maintenance Expenses of the Project, and the Participating Members and the Authority shall share the cost of the Bonds, in proportion to quantities of treated water each is entitled to take from the Project pursuant to this Amended and Restated Contract.

B. Recognizing that the Contracting Parties urgently require the facilities and services of the Project, and that such facilities and services are essential and necessary for actual use and for standby purposes, and further recognizing the fact that the Authority will use payments received from the Participating Members to pay and secure the Bonds, it is hereby agreed that each of the Contracting Parties shall be unconditionally obligated to pay, without offset or counterclaim, its share of the Annual Requirement or Annual City Payment, as applicable, as provided and determined in this Amended and Restated Contract, regardless of whether or not the Authority actually acquires, constructs, or completes the Project or is actually delivering water from the Project to any Contracting Party hereunder, or whether or not any Contracting Party actually receives or uses water from the Project whether due to Force Majeure or any other reason whatsoever, regardless of any other provisions of this or any other contract or agreement between any of the parties hereto. This covenant by the Participating Members shall be for the benefit of and enforceable by the holders of the Bonds as well as the Authority.

Section 5.06. Continuing Right to Treated Water.

For and in consideration of agreeing to the unconditional payments to be made under this Amended and Restated Contract, each Contracting Party is entitled to a firm right to treated water from the Project in the amounts indicated in Exhibit A, as such amount may be modified from time to time by the terms of this Amended and Restated Contract. That right shall continue for the term of this Amended and Restated Contract and any renewals thereof, subject to the terms of the GBRA Contract for the Participating Members.

**ARTICLE VI**

**Additional Participating Members**

Section 6.01. Additional Participating Members.

If water is available, the Authority and the Contracting Parties agree that the Contracting Parties shall have a right of first refusal related to such water. If more than one Contracting Party exercises its right to such water, the Authority shall allocate the water equally to those Contracting Parties. If no Contracting Party exercises its right or if water remains available after satisfying the request(s) of the Contracting Parties, the Authority and the Contracting Parties agree that additional entities may become subject to the provisions of this Amended and Restated Contract as Additional Participating Members by providing the following to the Authority and the then Contracting Parties:

A. an executed signature page to this Amended and Restated Contract in form satisfactory to the Authority;

B. to the extent any representation contained in this Amended and Restated Contract relating to Participating Members does not correctly describe such entity, a revision of such representations satisfactory in form and content to the Authority in the Authority's sole discretion to be included on Exhibit C to this Amended and Restated Contract;

C. a revised Exhibit A to this Amended and Restated Contract satisfactory to the Authority and all then Participating Members;

D. a revised Exhibit B to this Amended and Restated Contract setting forth the Point(s) of Delivery for such entity which shall be satisfactory to the Authority;

E. a revised Exhibit C to this Amended and Restated Contract to the extent applicable to such entity and in form satisfactory to the Authority; and

F. such other certifications and information as may be reasonably requested by the Authority and the then Contracting Parties.

## ARTICLE VII

### Special Conditions

#### Section 7.01. Operation and Maintenance of the Project.

The Authority will continuously operate and maintain the Project in an efficient manner and in accordance with good business and engineering practices, and at reasonable cost and expense. The Authority recognizes its right and duty to operate the Project in the most prudent and economical manner for the benefit of all Contracting Parties.

#### Section 7.02. Project Schedule.

It is the intent of the Parties that the 2020 Project be placed in operation as soon as practicable, and the Authority agrees to proceed diligently with the evaluation of feasibility, the securing of regulatory permits, and the design and construction of the 2020 Project to meet such schedule, subject to the other terms and conditions in this Amended and Restated Contract.

#### Section 7.03. Permits, Financing, and Applicable Laws.

Any obligations on the part of the Authority to acquire, construct, and complete the Project and related facilities and to provide treated water from the Project to the Contracting Parties shall be (i) conditioned upon the Authority's ability to obtain all necessary permits, material, labor, and equipment; (ii) subject to the Authority's final determination of feasibility of transportation of the treated water from the Project; (iii) conditioned upon the ability of the Authority to finance the cost of the Project through the sale of the Bonds; and (iv) subject to all present and future valid laws, orders, rules, and regulations of the United States of America, the State of Texas, the Commission, and any regulatory body having jurisdiction.

#### Section 7.04. Title to Water; Indemnification.

A. Title to all water supplied by the Contracting Parties to the intake structure of the Project that each such Party owns under Certificates of Adjudication shall remain in that Party's ownership, which water as it passes through the Project facility to the individual Points of Delivery shall be held by the Authority acting as a bailee.

B. Title to all water supplied to each Contracting Party that is obtained by lease from the Guadalupe-Blanco River Authority and the Baughs family and its successors shall be in the Authority up to the Point of Delivery for such Contracting Parties, at which point title shall pass to the Contracting Party. Title to leased treated water transmitted through the lines of a Contracting Party for the use of another Contracting Party shall remain in the Authority until it reaches the Point(s) of Delivery of the receiving Contracting Party. The Authority and each of the Contracting Parties shall, to the extent permitted by law, save and hold each other harmless from all claims, demands, and causes of action which may be asserted by anyone on account of the transportation and delivery of said water while title remains in such party.

Section 7.05. Payments Solely From Revenues.

The Authority shall never have the right to demand payment by any Contracting Party of any obligations assumed by it or imposed on it under and by virtue of this Amended and Restated Contract from funds raised or to be raised by taxes, and the obligations under this Amended and Restated Contract shall never be construed to be a debt of such kind as to require any of the Contracting Parties to levy and collect a tax to discharge such obligation. Nonetheless, any Contracting Party may make payments from its utility system revenues, or from any other lawful source, including ad valorem taxes, if lawfully available to such Contracting Party.

Section 7.06. Operating Expenses.

Each of the Contracting Parties represents and covenants that, to the extent payments under this Amended and Restated Contract are made with utility system revenues, such payments shall constitute reasonable and necessary “operating expenses” of its utility system, as defined in Chapter 1502, Texas Government Code, as amended, and that all such payments will be made from the revenues of its utility system or any other lawful source. Each Contracting Party represents and has determined that the treated utility supply to be obtained from the Project is absolutely necessary and essential to the present and future operation of its utility system and that the Project represents a long-term source of supply of treated water to meet current and projected water needs of the Contracting Party’s utility system and facilities, and, accordingly, all payments required by this Amended and Restated Contract to be made by each Contracting Party shall constitute reasonable and necessary operating expenses of its utility system as described above, with the effect that such payments from revenues of such systems shall be deducted from gross revenues of the system in the same manner as other system operating and maintenance expenses for purposes of determining net revenues available to pay bonds or other similar obligations heretofore or hereafter issued by such Contracting Party, which obligations are payable from and secured by a pledge of the revenues of the system or facilities after deduction of maintenance and operating expenses.

Section 7.07. Rates for Water.

Each of the Contracting Parties agrees throughout the term of this Amended and Restated Contract to continuously operate and maintain its utility system and to fix and collect such rates and charges for utility services to be supplied by its system as aforesaid as will produce revenues in an amount equal to at least (i) all of the expenses of operation and maintenance expenses of such system, including specifically, its Annual Payment or Annual City Payment, as applicable, under this Amended and Restated Contract, and (ii) all other amounts as required by law and the provisions of the ordinance or resolutions authorizing its revenue bonds or other obligations now or hereafter outstanding, including the amounts required to pay all principal of and interest on such bonds and other obligations.

Section 7.08. Use of Funds and System.

The Authority covenants and agrees that neither the proceeds from the sale of the Bonds, nor the money paid it pursuant to this Amended and Restated Contract, nor any earnings from the

investment of any of the foregoing, will be used for any purposes, except those directly relating to the Project and the Bonds as provided in this Amended and Restated Contract.

Section 7.09. Rights-of-Way.

A. Each Participating Member hereby grants to the Authority without additional cost to the Authority, the use of the streets, easements, rights-of-way, and pipelines under its control for the construction, emergency repairs, operation, and maintenance of the Project and the provision and transmission of treated water hereunder; provided, however, such grant of the use of streets, easements, rights-of-way, and pipelines to the Authority is subject to and conditioned on the Authority (i) complying with all applicable policies, practices, and regulations of the Participating Members governing and regulating such use of the streets, easements, rights-of-way, and pipelines and (ii) paying all costs, if any, of restoring such streets, easements, rights-of-way, and pipelines to substantially the same state of condition that existed prior to the Authority's use; and further provided, however, that the Authority and the affected Participating Member may mutually agree to a charge in lieu of any such fees normally applied to utilities.

B. To the extent they have such ownership authority, each Participating Member agrees that, with prior written approval the Authority may use streets, alleys, and public rights-of-way within the Participating Member's boundaries for pipeline purposes.

Section 7.10. Insurance.

The Authority agrees to carry and arrange for fire, casualty, public liability, and/or other insurance, including self-insurance, on the Project for purposes and in amounts which, as determined by the Authority, ordinarily would be carried by a privately owned utility company owning and operating such facilities, except that the Authority shall not be required to provide liability insurance except to insure itself against risk of loss due to claims for which it can, in the opinion of the Authority's legal counsel, be liable under the Texas Tort Claims Act or any similar law or judicial decision. Such insurance will provide, to the extent feasible and practicable, for the restoration of damaged or destroyed properties and equipment, to minimize the interruption of the services of such facilities. Premiums for such insurance that relate directly to Project or, under generally accepted cost accounting practices, is allocable to the Project, shall constitute an Operation and Maintenance Expense.

Section 7.11. Additional Special Provisions.

The parties hereto acknowledge and agree to the Special Provisions, if any, which are set forth in Exhibit C attached hereto and incorporated herein for all purposes. The Special Provisions for this Amended and Restated Contract reflect circumstances or issues for specific Contracting Parties which may be different from those of other Contracting Parties and therefore constitute a modification of or requirement in addition to the standard provisions otherwise contained in this Amended and Restated Contract. To the extent of any conflict between any Special Provision and any other provision of this Amended and Restated Contract, the Special Provision shall control.

## ARTICLE VIII

### Continuing Disclosure

#### Section 8.01. Continuing Disclosure Annual Reports.

Following the issuance of Bonds of any series, the offer or sale of which is not exempt from the Rule and, until any Participating Member is no longer obligated, contingently or otherwise, to make Annual Payments in respect of the Bonds of such series, any Participating Member undertakes to and shall file annually with the MSRB through EMMA, within six months after the end of each fiscal year, (1) financial information and operating data of the general type included in the Sale and Offering Documents for the Bonds of such series, as specified in any Participating Member's approval of such Sale and Offering Documents pursuant to Section 3.02 hereof, and (2) audited general purpose financial statements of any Participating Member, if then available. Any financial statements so to be provided shall be (1) prepared in accordance with generally accepted accounting principles for governmental agencies or such other accounting principles as any Participating Member may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if any Participating Member commissions an audit of such statements and the audit is completed within the period during which it must be provided. If the audit of such financial statements is not complete within such period, then any Participating Member shall provide unaudited financial statements within the required period, and shall provide audited financial statements for the applicable Fiscal Year to the MSRB, when and if the audit report on each statement becomes available.

If any Participating Member changes its fiscal year, it will notify the trustee or paying agent and the MSRB in writing of the change (and of the date of the new fiscal year end) prior to the next date by which any Participating Member otherwise would be required to provide financial information and operating data, pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be incorporated by specific reference to any document or specific part thereby (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC. Copies of such information and operating data shall be furnished to the Authority at the same time the information and data are furnished to the MSRB.

#### Section 8.02. Material Event Notices.

A. The following are the events with respect to the Bonds which the Authority must agree to disclose in a timely manner pursuant to the Rule, if "material" under applicable federal securities laws and regulations promulgated thereunder.

- i. Principal and interest payment delinquencies.
- ii. Non-payment related defaults, if material.
- iii. Unscheduled draws on debt service reserves reflecting financial difficulties.

- iv.      Unscheduled draws on credit enhancements reflecting financial difficulties.
- v.       Substitution of credit or liquidity providers, or their failure to perform.
- vi.      Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.
- vii.     Modifications to rights of owners, if material.
- viii.    Bond calls, if material, and tender offers.
- ix.      Defeasances.
- x.       Release, substitution, or sale of property securing repayment of the bonds, if material.
- xi.      Rating changes.
- xii.     Bankruptcy, insolvency, receivership or similar event of the obligated person.
- xiii.    The consummation of a merger, consolidation, or acquisition of the obligated person, or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- xiv.     Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- xv.      Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.
- xvi.     Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

For these purposes (a) any event described in the immediately preceding paragraph (xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the obligated person in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction

over substantially all of the assets of business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision of jurisdiction over substantially all of the assets or business of the obligated person, and (b) Participating Members intend the words used in the immediately preceding paragraphs (xv) and (xvi) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No 34-83885, dated August 20, 2018.

B. A Participating Member shall, promptly after obtaining actual knowledge of the occurrence of any of the events enumerated in A. above, notify the Authority of such event and provide all information in the format required to satisfy the requirements of the Rule. Further, the Participating Member shall provide, in a timely manner, notice of any failure by the Participating Member to provide audited financial statements, financial information, and operating data in accordance with Section 8.01 hereof to the MSRB.

#### Section 8.03. Limitations, Disclaimers, and Amendments.

A Participating Member shall be obligated to observe and perform the covenants specified in this Article in respect of the Bonds of any series for so long as, but only for so long as, the Participating Member remains an “obligated person” with respect to the Bonds of each series within the meaning of the Rule, except that the Participating Member in any event will give notice of any deposit made in accordance with the Bond Resolution that causes Bonds of such series no longer to be Outstanding.

The provisions of this Article are for the sole benefit of (and may be enforced by) the owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Participating Members undertake to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Participating Members’ financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The Participating Members make no representations or warranties concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE PARTICIPATING MEMBERS BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE PARTICIPATING MEMBERS WHETHER NEGLIGENT OR WITHOUT FAULT ON THESE PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.



No default by the Participating Members in observing or performing their obligations under this Article shall comprise a breach of or default under this Amended and Restated Contract for purposes of any other provision of this Amended and Restated Contract.

Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the Authority or the Participating Members under federal and state securities laws.

The provisions of this Article may be amended by the Authority and the Participating Members from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Authority or the Participating Members, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds of the applicable series in the primary offering of the Bonds of such series in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances, and (2) either (a) the owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Amended and Restated Contract that authorizes such an amendment) of the outstanding Bonds of each such series affected consent to such amendment, or (b) an entity that is unaffiliated with the Authority or the Participating Members (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the owners and beneficial owners of the Bonds of such series and is permitted by the terms of the Article. If the Authority and the Participating Members so amend the provisions of this Article in connection with the financial or operating data which the Participating Members are required to disclose under Section 8.01 hereof, the Participating Members shall provide a notice of such amendment to be filed in accordance with Section 8.01 hereof, together with an explanation, in narrative form, of the reason for the amendment and the impact of any change in the type of financial information or operating data to be so provided. The Authority and the Participating Members may also amend or repeal the provisions of this Article if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

## **ARTICLE IX**

### **Miscellaneous**

#### **Section 9.01. Force Majeure.**

If by reason of Force Majeure a Participating Member or the Authority shall be rendered unable wholly or in part to carry out its obligations under this Amended and Restated Contract, other than the obligation of each Contracting Party to make the payments required under Section 5.04 of this Amended and Restated Contract, then if such Party shall give notice and full particulars of such Force Majeure in writing to the other Contracting Parties and/or the Authority, as appropriate, within a reasonable time after occurrence of the event or cause relied on, the obligation, of the Contracting Party or the Authority giving such notice, so far as it is affected by each Force Majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such Contracting Party or the Authority shall endeavor to remove or

overcome such inability with all reasonable dispatch. The term “Force Majeure” as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, or on account of any other causes not reasonable within, the control of the party claiming such inability.

Section 9.02. Allocation of Water During Drought.

During drought conditions or in any other condition when water cannot be supplied to meet the demands of all customers, the water to be distributed shall be divided amongst all customers of stored water from Canyon Reservoir (or other sources) pro rata, according to the amount each may be entitled to, subject to reasonable conservation and drought management plans and requirements based on particular purposes of use of the water, so that preference is given to no one and everyone suffers alike; *provided, however*, that if any Contracting Party is providing raw water to the Authority for treatment by the Project, such water when treated shall be allocated solely to the providing Contracting Party and shall not be subject to pro rata allocation.

Section 9.03. Conservation.

The Authority and Contracting Parties each agree to provide to the maximum extent practicable for the conservation of water, and each agrees that it will operate and maintain its facilities in a manner that will prevent waste of water. Contracting Parties further agree to implement water conservation and drought management plans applicable to the use of treated water from the Project that are consistent in purpose, provisions and application with those implemented by other Contracting Parties to the extent practicable considering any differences in the legal authority among the Contracting Parties to institute those plans.

Section 9.04. Term of Amended and Restated Contract.

This Amended and Restated Contract shall be effective on and from the Contract Date, and shall continue in force and effect for forty (40) years; provided, however, the term of this Amended and Restated Contract and the expiration date may be extended for succeeding five (5) year periods at the option of one or more of the Contracting Parties for as long as the GBRA Contract or other agreement providing an adequate source of raw water remains in effect. It is understood and agreed by the Authority and each Participating Member that the right to receive treated water hereunder shall continue throughout any renewals or extension of this Amended and Restated Contract. The Authority’s obligation to provide treated water services hereunder shall commence from the date the Project becomes operational and functional as certified by the consulting engineers for the Project or on such other date that one or more of the Participating Members receives treated water by virtue of or in exchange for treated water from the Project. This Amended and Restated Contract constitutes the sole agreement between the Parties hereto with respect to the Project.

Section 9.05. Approval and Consent.

Unless otherwise provided herein, any approval or consent required by the provisions of this Amended and Restated Contract by a Contracting Party or the Authority shall be evidenced by a written resolution adopted by the governing body of the Party giving such approval or consent (or by the General Manager on behalf of the Authority when permitted). Upon receipt of such written resolution duly certified by the appropriate Party, the Authority or the Contracting Party can conclusively act on the matter requiring such approval.

Section 9.06. Modification and Amendment.

A. No change, amendment, or modification of this Amended and Restated Contract shall be made or be effective which will affect adversely the prompt payment when due of all money required to be paid by any Contracting Party under this Amended and Restated Contract or any similar contract, and no such change, amendment, or modification shall be made or be effective which would cause a violation of any provisions of any Bond Resolution.

B. This Amended and Restated Contract may be amended upon the written consent of the Authority and all then Contracting Parties; provided, however, no amendment to this Amended and Restated Contract shall impair the rights of any holder of any of the Authority's Bonds.

Section 9.07. Addresses and Notice.

Unless otherwise provided herein, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made or accepted by any party to any other party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties hereto shall, until changed as hereinafter provided, be as follows:

A. If to the Authority, to:

Canyon Regional Water Authority  
850 Lakeside Pass  
New Braunfels, Texas 78130

With a copy to:

Norton Rose Fulbright US LLP  
Attn: Stephanie Leibe  
98 San Jacinto Blvd., Suite 1100  
Austin, Texas 78701  
Phone: (512) 536-2420

B. If to County Line SUD, to:

County Line Special Utility District  
Attn: General Manager  
8870 Camino Real  
Uhland, Texas 78640-6482

With a copy to:

Lloyd Gosselink Rochelle and Townsend, P.C.  
Attn: David J. Klein  
816 Congress Ave., Suite 1900  
Austin, Texas 78701

C. If to Crystal Clear SUD, to:

Crystal Clear Special Utility District  
2370 FM 1979  
San Marcos, Texas 78666

D. If to Martindale WSC, to:

Martindale Water Supply Corporation  
Post Office Box 175  
Martindale, Texas 78655

E. If to Maxwell SUD, to:

Maxwell Special Utility District  
Post Office Box 158  
Maxwell, Texas 78156

F. If to the City, to:

City of San Marcos, Texas  
Attn: City Manager  
630 East Hopkins  
San Marcos, Texas 78666  
Phone: (512) 393-8100

With a copy to:

McCall, Parkhurst & Horton L.L.P.  
Attn: Bart Fowler  
600 Congress Ave., Suite 1800  
Austin, Texas 78701  
Phone: (512) 478-3805

The Parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other parties hereto.

Section 9.08. State or Federal Laws, Roles, Orders, or Regulations.

This Amended and Restated Contract is subject to all applicable federal and state laws and any applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum having jurisdiction.

Section 9.09. Remedies Upon Default.

It is not intended hereby to specify (and this Amended and Restated Contract shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies (other than termination) existing at law or in equity may be availed of by any Party hereto and shall be cumulative. Recognizing, however, that the Authority's undertaking to provide and maintain the Project is an obligation, failure in the performance of which cannot be adequately compensated in money damages alone, the Authority agrees, in the event of any default on its part, that each Contracting Party shall have available to it the equitable remedy of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination) which may also be available. Recognizing that failure in the performance of any Contracting Party's obligations hereunder could not be adequately compensated in money damages alone, each Contracting Party agrees in the event of any default on its part that the Authority shall have available to it the equitable remedy of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination) which may also be available to the Authority. Notwithstanding anything to the contrary contained in this Amended and Restated Contract, any right or remedy or any default hereunder, except the right of the Authority to receive the Annual Payment or Annual City Payment which shall never be determined to be waived, shall be deemed to be conclusively waived unless asserted by a proper proceeding at law or in equity within two (2) years plus one (1) day after the occurrence of such default. No waiver or waivers of any breach or default (or any breaches or defaults) by any Party hereto or of performance by any other Party of any duty or obligation hereunder shall be deemed a waiver thereof in the future, nor shall any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character, or description, under any circumstance.

Section 9.10. Severability.

The Parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses, or words of this Amended and Restated Contract or the application of such sections, subsections, provisions, clauses, or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws of the State or the United States of America, or in contravention of any such laws, such invalidity, unconstitutionality, or contravention shall not affect any other sections, subsections, provisions, clauses, or words of this Amended and Restated Contract or the application of such sections, subsections, provisions, clauses, or words to any other situation or circumstance, and it

is intended that this Amended and Restated Contract shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause, or word had not been included herein, and the rights and obligations of the Parties hereto shall be construed and remain in force accordingly.

Section 9.11. Venue.

All amounts due under this Amended and Restated Contract, including, but not limited to, payments due under this Amended and Restated Contract or damages for the breach of this Amended and Restated Contract, shall be paid and be due in Guadalupe County, Texas, which is the County in which the principal administrative offices of the Authority are located. It is specifically agreed among the Parties to this Amended and Restated Contract that Guadalupe County, Texas, is the place of performance of this Amended and Restated Contract; and in the event that any legal proceeding is brought to enforce this Amended and Restated Contract or any provision hereof, the same shall be brought in Guadalupe County, Texas.

Section 9.12. Assignment.

Neither the Authority nor any Contracting Party may assign any interest it may have under this Amended and Restated Contract without the prior written consent of the other parties hereto; provided, however, the foregoing restriction shall not prevent the Authority from taking any action in connection with the issuance of the Bonds to secure the payment of the Bonds with amounts to be received by the Authority under this Amended and Restated Contract.

Section 9.13. Entire Agreement.

This Amended and Restated Contract constitutes the entire agreement among the Parties with respect to the sale of treated water by the Authority to the Contracting Parties.

Section 9.14. Applicable Law.

This Amended and Restated Contract shall be governed by and construed in accordance with the laws of the State, and the obligations, rights, and remedies of the Parties hereunder shall be determined in accordance with such laws without reference to the laws of any other state or jurisdiction, except for applicable federal laws, rules, and regulations.

Section 9.15. Waiver of Governmental Immunity.

The Contracting Parties under the Amended and Restated Contract agree that the mutual commitment stated in the Amended and Restated Contract to provide water, water treatment services, and funding for utility system improvements constitute an agreement by each Party for providing goods and services to the other Parties, and that the Amended and Restated Contract, as amended, is subject to Chapter 271, Subchapter I, of the Texas Local Government Code. The Parties hereto recognize and agree that the Legislature has thereby waived governmental immunity for Parties under this Amended and Restated Contract to the extent permitted by Chapter 271, Subchapter I, of the Texas Local Government Code.

Section 9.16. No Sale, Lease, or Other Transfer of Contracting Party's Utility System.

Pursuant to the terms of this Amended and Restated Contract, a Contracting Party, to the extent permitted by law, shall not sale, lease, or otherwise transfer any interest in such Contracting Party's utility system that would materially impair that Contracting Party's ability to meet its payment obligations under this Amended and Restated Contract, without the written consent of the Authority.

Section 9.17. Counterparts.

This Amended and Restated Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

*[The remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Amended and Restated Contract to be duly executed as of the day and year first above written.

CANYON REGIONAL WATER AUTHORITY

By:   
Chairman, Board of Trustees

ATTEST:

  
Secretary, Board of Trustees

(AUTHORITY SEAL)





COUNTY LINE SPECIAL UTILITY DISTRICT

By:   
Chris Betz  
President, Board of Directors


ATTEST:

  
Toni Brewer  
Secretary, Board of Directors


(SEAL)



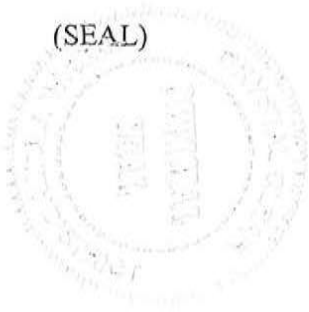
CRYSTAL CLEAR SPECIAL UTILITY  
DISTRICT

By:   
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

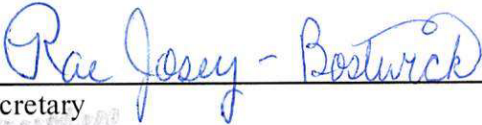
(SEAL)

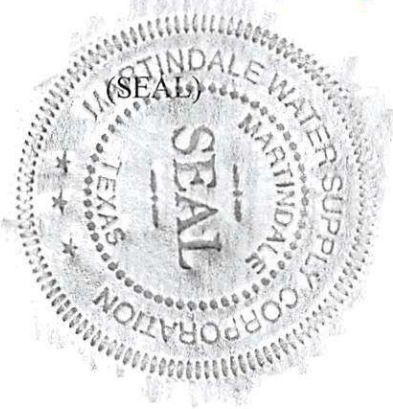


MARTINDALE WATER SUPPLY  
CORPORATION

By:   
President

ATTEST:

  
Secretary



MAXWELL SPECIAL UTILITY DISTRICT

By: \_\_\_\_\_  
President



ATTEST:

\_\_\_\_\_  
Secretary



(SEAL)

CITY OF SAN MARCOS, TEXAS

By: Jane Hughson  
Mayor

ATTEST:

Jenny K. Cue  
City Secretary

(CITY SEAL)

I, the undersigned, City Attorney of the City of San Marcos, Texas, hereby certify that I read, passed upon, and approved as to form and legality the foregoing Amended and Restated Contract prior to its adoption and passage as aforesaid.

Mark Cozette  
City Attorney, City of San Marcos, Texas

**Exhibit A**

**Schedule I**

**Original Contract Allocations**

The table below lists the amounts of production of treated water from the Hays Caldwell Area Plant (the “Plant”), expressed in acre-feet (AF) and gallons-per-day (GPD), that have been contracted with the Participating Members pursuant to the Original Contract, as amended.

In addition to the Plant contract figures, the Authority recognizes a peaking factor of 1.3 (30%) as a logical and necessary requirement and the peaking GPD figures are also listed.

The Authority agrees to supply to each Participating Member, on any given day, the amount of treated water specified in the peaking figures.

The total capability of the Plant is listed in the Maximum Capacity GPD column in the table below. Each Participating Member can be provided with this amount of treated water from the Plant on any given day, at the discretion of the Plant Manager. Additional treated water, over the peaking GPD and up to the Maximum Capacity GPD, will be provided to the Participating Member without penalty; however, any treated water processed over and above the amounts listed in the Maximum Capacity GPD column will incur a System Capacity Fee as determined by the Participating Members.

The total amount of treated water processed through the Plant for each Participating Member must be supported by a sufficient amount of raw water that is under contract to each Participating Member and that water must be available to the Authority for processing at the Plant.

**Hays Caldwell Area Plant – Original Contract**

	<b>Plant Capacity in AF</b>	<b>Percent of Allocation</b>	<b>Contract Capacity in GPD</b>	<b>1.3 Peak Capacity in GPD</b>	<b>Maximum Capacity GPD</b>
<b>Hays Caldwell</b>					
County Line	1,308.00	44.98%	1,167,707	1,518,019	2,473,865
Crystal Clear	500.00	17.19%	446,371	580,283	945,667
Martindale	200.00	6.88%	178,548	232,113	378,267
Maxwell	900.00	30.95%	803,468	1,044,509	1,702,201
<b>Hays Caldwell Totals</b>	<b>2,908.00</b>	<b>100.00%</b>	<b>2,596,095</b>	<b>3,374,924</b>	<b>5,500,000</b>

## Schedule II

### Amended and Restated Contract Allocations

The attached table lists the amount of production of treated water from the Hays Caldwell Area Plant (the “Plant”), expressed in acre-feet (AF) and gallons-per-day (GPD), that have been contracted with the Contracting Parties from the 2020 Project pursuant to the Amended and Restated Contract.

In addition to the Plant contract figures, the Authority recognizes a peaking factor of 1.3 (30%) as a logical and necessary requirement and the peaking GPD figures are also listed.

The Authority agrees to supply to each Contracting Party, on any given day, the amount of treated water specified in the peaking figures.

The total capacity of the Plant is listed in the Maximum Capacity GPD column in the table below. Each Contracting Party can be provided with this amount of treated water from the Plant on any given day, at the discretion of the Plant Manager. Additional treated water, over the peaking GPD and up to the Maximum Capacity GPD, will be provided to the Contracting Party without penalty; however, any treated water processed over and above the amounts listed in the Maximum Capacity GPD column will incur a System Capacity Fee as determined by the Contracting Parties.

The total amount of treated water processed through the Plant for each Contracting Party must be supported by a sufficient amount of raw water that is under contract to each Contracting Party and that raw water must be available to the Authority for processing at the Plant.

#### Hays Caldwell Area Plant – Amended and Restated Contract

	<b>Plant Capacity in AF</b>	<b>Percent of Allocation</b>	<b>Contract Capacity in GPD</b>	<b>1.3 Peak Capacity in GPD</b>	<b>Maximum Capacity GPD</b>
<b>Hays Caldwell</b>					
County Line	1,308.00	29.2748%	1,167,707	1,518,019	1,610,116
Crystal Clear	500.00	11.1910%	446,371	580,283	615,488
Martindale	446.00	9.9821%	398,163	517,612	549,015
Maxwell	900.00	20.1430%	803,468	1,044,509	1,107,878
San Marcos	1,314.00	29.4090%	1,173,064	1,524,983	1,617,502
<b>Hays Caldwell</b>					
<b>Totals</b>	<b>4,468.00</b>	<b>100.00%</b>	<b>3,988,773</b>	<b>5,185,405</b>	<b>5,500,000</b>

**Exhibit B**

Points of Delivery

Crystal Clear Special Utility District

Elevated tank at Guadalupe County Road 1978 from the Hays/Caldwell  
County Project

Maxwell Special Utility District

Intersection of Highway 80 and FM 1984

County Line Special Utility District

Ground Storage Tank located at the intersection of High Road and N. Plum  
Creek Road

Martindale Water Supply Corporation

Intersection of FM Highway 80 at Martindale City limits

City of San Marcos, Texas

Upon exit from the Hays Caldwell Area Plant



## **Exhibit C**

### Special Provisions

#### Special Provisions Related to the Martindale Water Supply Corporation (“Martindale WSC”)

The Contracting Parties understand and agree that under the terms of this Amended and Restated Contract the Martindale WSC independently owns water right Certificate of Adjudication 18-3887D which authorizes the diversion of 255.84 acre-feet of water from the San Marcos River at the Project’s diversion point and that this 255.84 acre-feet forms an integral part of its 446.00 acre-foot Plant Capacity share as set out in Exhibit A, Schedule II.

#### Special Provisions Related to the City of San Marcos, Texas (the “City”)

Notwithstanding the requirements of Section 4.06, the Authority shall deliver treated water to the Point(s) of Delivery for the City at a pressure within a range mutually agreed upon by the Authority and the City.

**Addendum to Worksheet 3.0 – Diversion Point (or Diversion Reach) Information  
Map Showing Project Details  
Worksheet 3.0 Section 2**



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**PLUMMER**



LEGEND

-  PHOTO NUMBER
-  PHOTO DIRECTION

NOTE:  
CORRESPONDING PHOTOGRAPHS  
ARE LOCATED IN ADDENDUM TO  
WORKSHEET 5.0

**ADDENDUM TO WORKSHEET 3.0  
LOCATION OF PROPOSED TEXAS STATE UNIVERSITY  
DIVERSION POINT AT THE CANYON REGIONAL WATER  
AUTHORITY HAYS/CALDWELL WATER TREATMENT PLANT**

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**Addendum to Worksheet 5.0 – Environmental Information  
Photographs at Proposed Diversion Point  
Worksheet 5.0 Section 2**

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**Addendum to Worksheet 5.0  
Photographs at Proposed Diversion Point**



**Photograph 1:** Photograph of San Marcos River upstream (looking northwest) of proposed diversion point. Photograph taken 12/4/2020. Refer to map from Worksheet 3.0 for location of Photograph 1.



**Photograph 2:** Photograph of San Marcos River at and downstream (looking southeast) of proposed diversion point. The dashed red circle indicates the approximate location of the proposed diversion point. Photograph taken 12/4/2020. Refer to map from Worksheet 3.0 for location of Photograph 2.



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**Addendum to Worksheet 6.0 – Water Conservation/Drought Contingency Plans**  
**Water Conservation/Drought Contingency Plans**  
**Worksheet 6.0**

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WATER  
CONSERVATION  
AND  
DROUGHT RESPONSE  
PLAN

**April 2019**



# WATER CONSERVATION PLAN

**April 2019**

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**Appendix A: Water Conservation and Drought Response Ordinance**

**Appendix B: San Marcos Water and Wastewater Rate Schedules**

**Appendix C: Map of San Marcos Water Service Area**

**Appendix D: San Marcos Utility Survey**

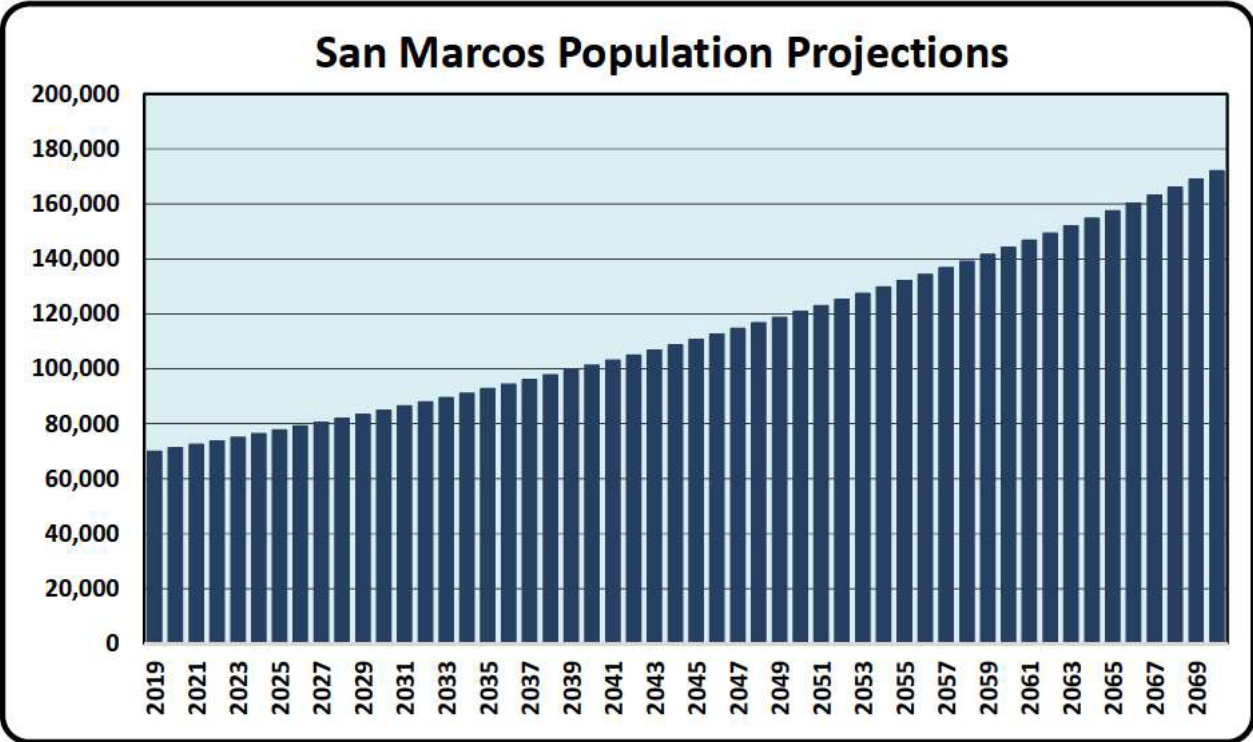
**Appendix E: Resolution of Adoption of Water Conservation and Drought Response Plan**

# Water Conservation Plan for the City of San Marcos, Texas

## 1.0 Introduction

The objectives of the City of San Marcos Water Conservation Plan (the Plan) are to improve efficiency of water use and to decrease per capita consumption in order to provide additional water supplies for future growth. Projections for the San Marcos area indicate that by 2038 current water supplies may be insufficient to meet the needs of a rapidly growing population. To address future water needs the City is investigating several water supply strategies including purchase of additional water rights, conservation of existing water resources, and reuse of existing resources. The City of San Marcos Water Supply Master Plan and South Central Texas (Region L) Water Planning Group have identified conservation of existing resources as an essential water management strategy for San Marcos and the south central Texas region.

The City of San Marcos currently utilizes both surface and ground water resources to meet its water needs. The majority of the water, about eighty percent, is obtained from Canyon Lake under contract with the Guadalupe Blanco River Authority (GBRA). The City is presently



able to withdraw up to 10,000 acre-feet annually from Canyon Lake under the terms of the contract. The remainder of the City water supply is pumped from the Edwards Aquifer, which prior to 1999 was the sole water source for San Marcos. The City has a permit to use up to 5,433 acre-feet of Edwards Aquifer groundwater per year. These groundwater withdrawals may be reduced by up to 44% when aquifer levels fall below certain triggers, resulting in a firm groundwater supply of 3,043 acre-feet per year.

The agencies that govern these resources require preparation and implementation of effective water conservation plans. In addition to providing for the needs of a rapidly growing population, this Plan fulfills the requirements of the agencies that govern use of state waters. Section 13.146 of the Texas Water Code requires retail public utilities that provides potable water service to 3,300 connection or more to submit a water conservation plan to the Texas Water Development Board (TWDB). Texas Administrative Code (TAC) 31, Chapter 363 requires that entities applying for or receiving financial assistance of more than \$500,000 develop, submit and implement a water conservation plan. TAC 30, Chapter 288, enforced by the Texas Commission on Environmental Quality (TCEQ), requires surface water right holders to develop, submit and implement water conservation plans. The Edwards Aquifer Authority (EAA) requires groundwater permit holders to implement water conservation plans and to document their conservation efforts.

## **2.0 System Profile**

The City of San Marcos Water/Wastewater Utility is comprised of several components including groundwater pumping stations, a surface water production and treatment system, a water distribution system, a wastewater collection system, and a wastewater treatment facility. Over 75 City employees and contractors work to maintain these systems.

The groundwater system is comprised of six active Edwards Aquifer wells, which produce an average of 1.75 MGD, providing about twenty percent of the City's annual water usage.

The Regional Surface Water Treatment Plant began operation in January 2000 and has helped to drastically reduce the City's reliance on the Edwards Aquifer. The 20 mile long raw water pipeline and water treatment facility are operated and maintained by the GBRA. In 2008 the plant was expanded to operate at 21 MGD in order to accommodate additional users north of



San Marcos. The facility currently produces about 6.40 MGD for San Marcos, supplying about eighty percent of the City's water needs.

The City maintains about 283 miles of water pipelines, ranging in size from 1.5 inch diameter water lines to 30 inch diameter mains. Nine storage tanks provide a combined storage capacity of approximately 5.9 million gallons.

The City maintains approximately 231 miles of wastewater collection mains, with 43 lift stations. The mains deliver wastewater to a 9 MGD wastewater treatment plant. Because much of the treated wastewater is discharged into the San Marcos River, the City is required to use advanced tertiary treatment in order to meet the 5-5-6-2-1 treatment quality standard.

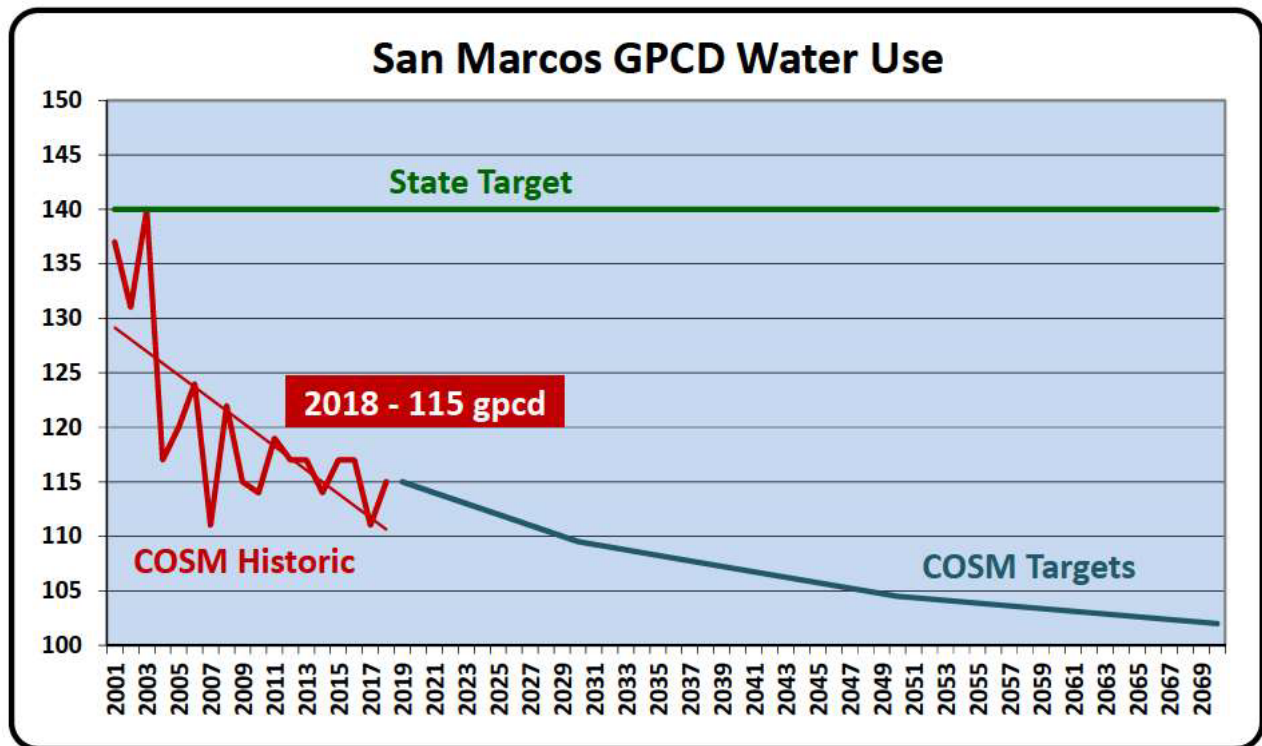
### **3.0 Customer Profile**

The City of San Marcos Water/Wastewater Utility currently provides water service to a population of 71,153 residents. The population is projected to double by 2058 and to exceed 170,000 by 2070 (Figure 1).

Water service is provided to approximately 12,942 system connections. About 86% of the connections are classified as Residential users, which includes single-family homes, duplexes, triplexes and fourplexes, apartment communities, and mobile home parks. The residential user class consumes about 56% of the annual water supply.

The Commercial classification makes up about 11% of total connections and is comprised of service establishments such as restaurants, hotels, retail stores, and offices. Commercial users consume approximately 24% of the annual supply. Governmental and Institutional users, about 3% of the customer base, include local, state, and federally owned facilities and community organizations such as schools, churches, and medical facilities. This user class consumes about 9% of the annual water supply. San Marcos has only 35 Industrial accounts which use only a small fraction of the annual supply.

In 2018 City of San Marcos water customers used an average of 115 gallons per capita per day (gpcd), with a residential gpcd of 56. Since 2009, per capita usage has ranged from 119 to 111 gallons per day, with an average use of 116 gpcd, and an average downward trend of 0.7 gpcd per year.



#### 4.0 Conservation Goals

The City of San Marcos has implemented numerous programs to reduce water consumption and improve efficiency. The City plans to continue development of current programs and to implement additional programs as needed, with a goal of reducing per capita usage as follows:

Year	Municipal GPCD	Residential GPCD	Water Loss GPCD
2024 (5-year target)	113	55	14
2029 (10-year target)	110	54	13
2044 (25-year target)	106	52	13
2069 (50-year target)	102	50	12

In order to reach these goals the City will employ a variety of water conservation best management practices (BMPs) including:

- Maintain unaccounted water usage at or below 12%;
- Continue meter replacement and testing programs;
- Continue system-wide leak detection programs;

- Expand public information and education programs;
- Acquire additional water conservation staff as needed;
- Continue residential and ICI water survey programs;
- Implement Large-scale ICI water conservation incentives;
- Expansion of reclaim water distribution system;
- Implement efficient irrigation rebate program;
- Install xeriscape, rainwater harvesting and condensate collection demonstration sites;
- Expand efficient landscape incentive program;
- Continued use of Advanced Metering Infrastructure (AMI) system for water conservation.

## **5.0 Best Management Practices**

The City has already implemented numerous BMPs as a means of reaching water conservation goals. BMPs are defined as established practices and techniques that have shown documented improvements in water use efficiency.

### **5.1 *Water Audit and Leak Detection/Repair Program***

The City conducts monthly and annual pre-screening water audits in an effort to determine and control unaccounted water usage. Unaccounted usage is determined through metered water production, metered sales, and other verifiable water uses such as fire-fighting and line flushing. The City also estimates water losses from known leaks.

In 2000, the City implemented a system-wide leak detection program, with one quarter of the system surveyed each year. Leaks are detected through sonic sounding of all service lines, fire hydrants and valves using leak detection equipment. Reports are generated throughout the survey period and leaks are repaired as soon as practicable, with precedence given to larger leaks.

In addition to the annual leak survey, the City conducts ongoing leak detection activities such as periodic visual inspection of lines and a 24-hour leak report hotline. Suspected and reported leaks are investigated immediately and repaired as soon as possible.

The City's aggressive leak detection and water audit program has lowered unaccounted water use to below 15%, the goal established by the American Water Works Association

(AWWA). The City will continue to refine these programs with a goal of reducing and maintaining unaccounted usage below 12%.

## **5.2 *Universal Metering***

The City meters all water connections within the service area, and estimates unmetered uses such as fire-fighting, line flushing and water leaks. Construction water from hydrants is allowed only through portable metering devices controlled by the City. Compound water meters are used for customers that are likely to experience periodic low flows, such as apartment complexes and restaurants. Turbo meters are used for customers that are likely to experience only high flows such as car washes, laundromats and irrigation.

In 1987, the City implemented a meter replacement program in which all water meters within the service area are replaced on a ten-year cycle. In 1996 the City added a large meter testing program in which meters four inches and larger are tested annually and repaired or replaced as needed. Testing is accomplished through flow comparison with a calibrated digital water meter, with each meter tested at high, medium, and low flows. In addition to scheduled replacement and testing, meters that are suspected of malfunction are investigated immediately and repaired or replaced as needed.

In 2013 the City completed installation of an Advanced Metering Infrastructure (AMI) system for both water and electric meters. The AMI system provides hourly water usage data which City staff uses in water conservation audits and to identify customer-side leaks. The City utilizes AMI data to provide weekly Continuous Flow Reports to customers that appear to have customer-side water leaks. The City will continue to develop methods for utilizing AMI data and to expand use of this data in conservation programs.

## **5.3 *Water Conservation Ordinances***

In 1994, the City adopted its first year-round water conservation ordinance along with the drought management rules.

In 2006 the City adopted a water conservation plumbing code which sets forth requirements for commercial car washes, cooling systems, decorative water features, commercial dining facilities, on-premise laundry facilities and landscape irrigation systems. Irrigation system codes were updated in 2009 to reflect changes to state regulations.

The water conservation and drought response ordinance includes year-round rules that prohibit water waste, use of sprinklers during daytime hours, charity car washes, non-recirculating decorative water features and at-home car washing using open hoses. This ordinance is reviewed and updated periodically, with the latest amendment occurring in 2015.

The recently revised San Marcos Land Development Code also includes landscape water conservation measures for new development. These rules require developers and homebuilders to offer xeriscape options for new single-family homes, encourage use of low-water landscape materials, encourage limitation of turf areas, and recommend minimum soil depths and quality.

#### **5.4 Conservation Pricing**

In 1994, the City implemented an increasing block rate structure for all water customers. The rates have been amended numerous times to arrive at the current rate schedule. Each active account is charged a minimum bill based on water meter size, and additional charges based on water use. Costs are higher for rural water customers than for customers within the corporate City limits, and the City offers a Lifeline rate for customers that qualify for financial assistance.

Single-family residential wastewater charges are based on average winter use, while all other users are based on actual metered water consumption. Accounts with dedicated landscape meters are not charged for wastewater service.

The City plans to continue the increasing block rate structure, with rate adjustments implemented as needed. Future adjustments may include seasonal water rates, drought surcharges, or higher rates for irrigation accounts.

#### **5.5 Public Information and Education**

The City maintains an active public information program to educate water users about the importance of water conservation, and to inform them of effective water conservation techniques. The goal is to reach all water customers and K-12 students through various methods including:

- written materials such as press releases, newsletter articles, and bill inserts;
- water conservation website;
- social media such as Facebook and Twitter;
- representation at public events such as the Business Expo;

- presentations for local groups, clubs, and organizations; and
- classroom presentations and sponsorship of water conservation curriculum.

The City will continue to develop and expand the public information program as additional resources become available. Future public information programs may include expanded use of social media and participation in state or region-wide conservation campaigns.

## **5.6 Conservation Staff**

In April 2001, the City created a water conservation position to develop, coordinate, and implement the City's water conservation and drought management programs. The position has evolved into a joint conservation coordinator for both the water and electric utilities. A full-time conservation technician position was added in 2009. Conservation staff are responsible for:

- development and management of the water conservation budget;
- execution and analysis of residential and ICI water audits;
- development and distribution of public information materials;
- coordination of water conservation school education program;
- development and implementation of rebate/incentive programs;
- preparation of mandated water conservation and drought management plans; and
- enforcement of conservation and drought ordinances.

Additional full or part-time conservation staff will be employed as the water conservation program develops.

## **5.7 Water Audit Program**

In May 2001, the City implemented a water audit program for single and multi-family residential water customers. Each audit includes an evaluation of household leaks, measurement of shower and faucet flow rates, measurement of toilet flush volumes, and assessment of other water uses within the home. Each customer receives general water conservation information as well as individualized information detailing specific water conservation strategies.

In 2002, the City implemented a water audit program for ICI customers. Each audit includes an analysis of known water uses including domestic water usage, process water usage, and equipment water usage which are used to determine water conservation opportunities.

The City will continue to offer water surveys for both residential and ICI water customers.

### **5.8 *Plumbing Retrofit Program***

The Plumbing Retrofit Program has been suspended due to mandated water-efficient plumbing codes and regional saturation.

The program was conducted in conjunction with the water audit program and other rebate/incentive programs. Customers that received a water audit or participated in City rebate/incentive programs were also eligible to receive free replacement showerheads, kitchen and bathroom faucet aerators, and toilet leak detection tablets. The City also distributed plumbing devices at public events and through direct door-to-door delivery.

### **5.9 *High-Efficiency Appliance Rebate Program***

The High-Efficiency Appliance Rebate Program has been suspended due to wide availability and competitive pricing of low-water use appliances.

The Wash-Smart Rebate Program was introduced in 2002 for single-family residential water customers, and encouraged use of efficient machines through monetary rebates determined by the level of efficiency of the machine. Criteria were obtained from the Consortium for Energy Efficiency (CEE).

In 2011 the City expanded the washer rebate program to include multi-family and ICI water customers, with higher rebates offered for commercial and coin-operated clothes washers.

### **5.10 *Toilet Replacement Program***

The Toilet Replacement Program has been suspended due to mandated efficiency standards, availability of efficient products, and market saturation.

The residential low-flow toilet replacement program was originally implemented in 1995 through funding received from the Edwards Underground Water District (EUWD). The City continued the toilet incentive program until 2017, with various adjustments to the program throughout the years including making the rebate available to multi-family residential and ICI customers, offering rebates for low-flow urinals, offering rebates for installation of high-efficiency fixtures in new construction, and free high-efficiency toilet distribution events.

### **5.11 ICI Conservation Programs**

The City has historically implemented various programs for ICI water customers such as the annual Water Efficiency Achievement (WEA) awards introduced in 2003, and the Pre-Rinse Spray Valve Exchange program launched in 2004.

These programs have been suspended but the City will continue to research and develop additional cost-effective water conservation programs for ICI customers, including a large-scale commercial rebate program which can be customized for various conservation initiatives.

### **5.12 Reuse of Treated Effluent**

In 2001, the City began delivery of reclaimed wastewater to the American National Power (ANP) facility located near San Marcos. ANP uses the reclaimed water along with Guadalupe River water to cool their power-producing turbines. The reclaimed water is used instead of treated potable water to dilute the high total suspended solids (TSS) of the river water. Once used, the water goes to an onsite reverse osmosis treatment facility where it is treated and recirculated back into the cooling system.

In 2013 the City began delivering reclaim water to the TXI Hunter Cement Plant for use in plant process water and dust control. In 2016 the City added Brookfield Residential as a reclaim water customer for irrigation of the Kissing Tree Golf Course and streetscape areas.

As per the Direct Water Reuse Expansion Feasibility Study completed in 2014 through a partnership with Texas State University and the Texas Water Development Board, the City has installed reclaim water mains to provide reclaim water to the University thermal plants. The University is expected to make connection and begin utilizing the reclaim water in 2019. These reclaim water mains will also be used to irrigate City parks and athletic fields along the route.

### **5.13 Rainwater Harvesting Rebate Program**

In 2009 the City implemented a rebate program for purchase of rain barrels. The City has also provided distribution of free rain barrels in conjunction with Native Plant Sales, and has sponsored rain barrel sales through contractor partnerships. The rebate program has been expanded to include rebates for large rainwater and condensate collections systems.



#### **5.14 Efficient Landscape and Irrigation Rebate Program**

In 2013 the City implemented an irrigation system evaluation program. Through this program the City provides free irrigation system check-ups for residential and commercial water customers to insure their irrigation systems are operating efficiently. The evaluation includes checking for leaks, making sure heads are adjusted properly, checking pressure, and making sure the controller is set properly.

In 2017 the City launched the Soil Saver Rebate Program to encourage development of healthy, drought-tolerant soils. The program includes rebates for core aeration, compost application and use of mulch, and is open to all City of San Marcos water customers.

### **6.0 Implementation, Tracking and Enforcement**

The Water Conservation Plan is implemented by the Public Services Director and conservation staff. Funding for water conservation programs is provided through water rates.

The water conservation program is tracked both as a whole and individually for each program. GPCD is the primary method of tracking success of the conservation program overall. Individual programs are tracked through measured or estimated water savings when possible, or through participation rates or other means. Water conservation program information is reported annually to the TWDB.

City of San Marcos water conservation ordinances are enforced by the Public Services Director and conservation staff, code compliance officers, the San Marcos Police Department and Municipal Court, and other City employees as appropriate. First offenses generally receive a verbal or written notice of violation, along with public education materials. Repeat offenses may result in assessment of civil penalties, misdemeanor fines, and suspension of water service.

### **7.0 Conclusion**

Water conservation is an effective and cost-effective method of reducing municipal water demand, and is a necessary component of a successful water supply plan. Through conservation the City of San Marcos plans to reduce water use to 102 gpcd by 2070. The City has already implemented numerous best management practices, and plans to implement additional best management practices as needed to meet its conservation goals.



# DROUGHT RESPONSE PLAN

**April 2019**

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**Appendix A: Water Conservation and Drought Response Ordinance**

**Appendix B: San Marcos Water and Wastewater Rate Schedules**

**Appendix C: Map of San Marcos Water Service Area**

**Appendix D: San Marcos Utility Survey**

**Appendix E: Resolution of Adoption of Water Conservation and Drought Response Plan**

# **Drought Response Plan for the City of San Marcos, TX**

## **1.0 Introduction**

Droughts and other uncontrollable circumstances can disrupt availability of water supplies from both ground and surface water sources. Higher consumer demands during drought periods place additional strain on already stressed water supplies. Limitations on the supply of either ground or surface water, or on facilities to pump, treat, store, or distribute water constitute an emergency demand management situation.

The objectives of the City of San Marcos Drought Response Plan (the Plan) are to protect water supplies in order to protect human health, safety and welfare, and to minimize adverse impacts caused by drought and other uncontrollable water supply emergencies. The objectives will be achieved through implementation of both voluntary and mandatory demand management measures. The goal of demand management is to reduce non-essential water uses such as landscape irrigation, ornamental fountains and ponds, washing of motor vehicles and washing of impervious surfaces, in order to provide an uninterrupted supply of water for essential uses such as drinking, bathing, sanitation, and fire protection.

The San Marcos Emergency Water Demand Management Plan was originally established in 1991 and was revised by the San Marcos City Council in 1994 and 1996. The Plan has been amended several times to provide consistency with guidelines established by applicable state entities including the Texas Commission on Environmental Quality (TCEQ), Texas Water Development Board (TWDB), Edwards Aquifer Authority (EAA), and Region L Planning Group.

The Plan currently provides for year-round restrictions and four demand management stages, and includes the following elements:

- Trigger conditions signaling the start of each drought response stage;
- Reduction goals for each drought response stage;
- Mandatory demand reduction measures for each stage; and
- Penalties for violations.

The provisions of the Plan apply to all persons, customers, and property located within the San Marcos city limits and to all persons, customers, and property utilizing water provided by the City of San Marcos. These requirements do not apply to alternative sources of water such as rainwater, gray water and reclaimed water.

## **2.0 Public Participation and Notification**

The public is invited to participate in updates and actions relative to the Drought Response Plan through various public information outlets including the City of San Marcos internet site, press releases, bill inserts, and other methods as deemed appropriate. The City of San Marcos periodically provides the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated, and the drought response measures to be implemented in each stage.

As specified under Section 86.058 of the ordinance, notices to implement or terminate each respective stage of the demand management plan “shall be posted on the city internet web site, broadcast on the city cable channel, released to public media outlets, and published in whole or in summary form in at least one newspaper of general circulation within the city.” The Director of the City of San Marcos Water/Wastewater Utilities (Director) may also directly notify other individuals, agencies and entities as deemed necessary.

## **3.0 Initiation and Termination**

The Director will monitor water supply conditions on a daily basis in order to determine when the “trigger” conditions described below justify initiation or termination of each demand management stage. The triggering criteria are based on levels established by the Edwards Aquifer Authority to protect spring flows and endangered species during critical period conditions. Although the trigger criteria are expressed in terms of Edwards Aquifer index well levels, the water demand reduction measures are applicable to both ground and surface water components of the supply.

Any stage of the Drought Response Plan may be implemented when a water quality, water supply, distribution system or other emergency exists as determined by the Director.

Each stage shall be terminated when the criteria are no longer satisfied, or as otherwise determined by the Director.

TRIGGER (10-day average)	STAGE 1	STAGE 2	STAGE 3	STAGE 4	STAGE 5
J-17 Index Well Level (MSL)	<660	<650	<640	<630	<625
San Marcos Spring Flow (CFS)	<96	<80	<65	<50	<50
Comal Spring Flow (CFS)	<225	<200	<150	<100	<45

#### **4.0 Goals**

The goals of the Drought Response Plan are to achieve reductions in water usage by limiting non-essential water uses. The specific reduction goals for each demand management stage are as follows:

- Stage 1: Reduce total water usage by 10%.
- Stage 2: Reduce total water usage by 20%.
- Stage 3: Reduce total water usage by 30%.
- Stage 4: Reduce total water usage by 40%.
- Stage 5: Reduce total water usage by 44%.
- Emergency: Reduce total water usage as needed to protect human health, safety and welfare.

#### **5.0 Demand Management Measures**

The City of San Marcos Drought Response Plan includes year-round restrictions and five drought response stages with progressively stringent demand management measures for the following:

- Water waste;
- Irrigation with hose-end sprinklers and automatic sprinkler irrigation systems;
- Irrigation with hand-held bucket, hand-held hose, soaker hose and drip irrigation systems;
- Irrigation of golf courses, athletic fields and commercial nurseries;
- Vehicle washing;

- Swimming pools;
- Aesthetic water features;
- Washing of impervious surfaces;
- Foundation watering; and
- Other non-essential water uses.

Specific measures for each stage can be found in the Water Conservation Ordinance in Appendix A.

## **6.0 Variances**

The Director may grant a variance to the provisions of this Plan if it is determined that special circumstances exist. A variance will be considered if it meets any of the following conditions:

- Compliance will adversely affect public health and/or safety,
- Compliance cannot be technically accomplished, or
- Alternative methods can be implemented which will achieve the same reduction in water use.

Persons requesting an exemption from the provisions of this Plan must file a petition for variance with the Director. Petitions for variance must include the following information:

- Name and address of petitioner(s),
- Purpose and location of water use,
- Specific provision(s) of the Plan from which the petitioner is requesting a variance,
- Detailed explanation of how the specific provision of the Plan will adversely affect the petitioner,
- Period of time for which the variance is sought,
- Alternative demand management measures the petitioner is taking or proposes to take to meet the intent of this Plan, and
- Any other pertinent information as requested.

Petitions for variance will be reviewed and acted upon within two weeks of receipt. If the petition for variance is denied, the petitioner may request an appeal from the San Marcos City Manager.

New landscape variances may be issued to allow additional watering days for the establishment of newly installed landscaping. New landscape variances will not be issued in June, July or August of any year, or at any time when stage 3 or higher is in effect.

Variances may also be issued for residential customers that wish to request an alternative to their designated weekday. The request must be submitted in writing to the director, and shall have a term of one year.

## **7.0 Implementation and Enforcement**

The City of San Marcos Drought Response Plan is implemented and enforced in accordance with sections 86.066 – 86.071 of the drought response ordinance. Enforcement personnel include the director and designated public services staff, City peace officers, City code enforcement officers, and other individuals authorized to enforce City ordinances. Enforcement actions may include education, formal notices of violation, civil penalties assessed through the utility billing system, misdemeanor charges, installation of flow control devices and termination of water service.



**APPENDIX A:**

**WATER CONSERVATION  
AND  
DROUGHT RESPONSE  
ORDINANCES**

# SAN MARCOS CITY CODE CHAPTER 86, ARTICLE 2

## DIVISION 2. WATER CONSERVATION

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### Section 86.056. Definitions.

Terms in this division have the following meanings unless otherwise specified:

*Aesthetic water feature* means a fountain, waterfall, landscape lake or pond, or another decorative feature where the use is entirely ornamental and serves no other functional purpose.

*Alternative water* means any water from a source on or available to a customer's premises from a source other than directly from the city's water sources. Alternative water sources include the following:

- (1) Water from a natural source such as a spring, pond, or river (if permitted).
- (2) Reclaimed water.
- (3) Gray water.
- (4) Rain water.
- (5) Any water supplied by the city water system that has passed through a point of delivery and is no longer controlled by the public water system.

The term does not include water from a well.

*Aquifer* means the Edwards Aquifer.

*Automatic sprinkler irrigation system* means a system of fixed pipes and sprinkler heads that apply water to landscape plants or turf.

*Cfs* means cubic feet per second.

*Charity car wash* means any special event involving the washing of vehicles for a donation.

*Commercial car wash* means any permanently located or mobile car wash that washes automobiles, trucks, trailers, boats and other mobile equipment for a fee.

*Commercial vehicle washing* means washing of automobiles, trucks, trailers, boats, and other mobile equipment at any commercial car wash or fleet maintenance facility, or at any location other than a private residence.

# SAN MARCOS CITY CODE CHAPTER 86, ARTICLE 2

## DIVISION 2. WATER CONSERVATION

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*Designated usage time* means the established time periods for which particular types of water use are allowed unless otherwise specified within the ordinance. The designated usage times are as follows:

- (1) For standard time, water use is allowed from midnight to 10 a.m. and 5 p.m. to midnight.
- (2) For daylight savings time, water use is allowed from midnight to 10 a.m. and 8 p.m. to midnight.

*Designated weekday* means the weekday within each calendar week for which particular types of water use are allowed, which shall be the day specified in a variance request filed under section 86.064-1 or which shall be the day based on the last number of the street address for a property, as follows:

- (1) Monday - street addresses ending with 0 or 1
- (2) Tuesday - street addresses ending with 2 or 3
- (3) Wednesday - street addresses ending with 4 or 5
- (4) Thursday - street addresses ending with 6 or 7
- (5) Friday - street addresses ending with 8 or 9

*Director* means the director of the Public Services Department, or a person designated by the director to act in his or her behalf, including the water conservation coordinator.

*Distribution uniformity* means a measure of how uniformly water is applied to an irrigated area, expressed as a percentage.

*Drip irrigation system* means a system of fixed pipes or hoses with emitters designed to apply water to plants slowly and under pressurized conditions at or below the soil surface.

*EAA* means Edwards Aquifer Authority.

*Existing facility* means a swimming pool, hot tub, aesthetic water feature or any similar facility, installed during any period for which a drought response stage is not in effect.

*Existing landscape* means landscaping plants and/or turf on which installation was completed more than 21 days from current date.

# SAN MARCOS CITY CODE CHAPTER 86, ARTICLE 2

## DIVISION 2. WATER CONSERVATION

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*Gray water* means water that has previously been used in sinks, showers, bath tubs and clothes washing machines.

*Hand-held bucket* means a container holding five gallons or less.

*Hand-held hose* means a hose equipped with a positive shutoff device.

*Health and safety use* means use of water for any purpose that is necessary to protect human health and safety.

*Impervious surface* means a type of surface that prevents water from penetrating directly into the ground. Impervious surfaces include, but are not limited to, sidewalks, driveways, paved streets, and pavers or stones set with mortar.

*Index well* means the Edwards Aquifer water level index well in San Antonio, Texas denoted as well AY-68-37-203 (J-17).

*Irrigation conservation plan* means a plan that outlines specific measures to be taken during drought stages to progressively reduce consumption in higher drought stages. The plan must include an irrigation system maintenance plan and an irrigation system analysis, and must meet reduction goals as established by the director.

*Irrigation system analysis* means a zone-by-zone analysis of an irrigation system that includes the following elements:

- (1) A detailed site inspection including examination of soil types, root zone depths, operating pressures, and sprinkler heads/valves;
- (2) A determination of precipitation rates and distribution uniformity (DU); and
- (3) Basic seasonal irrigation schedules.

*Landscape watering* means the application of water to grow landscaping plants.

*Landscaping plant* means any plant, including any tree, shrub, vine, herb, flower, vegetable, fruit, succulent, ground cover or grass species that is used for landscaping purposes or for the support of intensive recreational areas including playgrounds and playing fields.

*Makeup* means partial refilling of a swimming pool or hot tub or aesthetic water feature to replace water lost through evaporation or backwashing.

*Mobile car wash* means a commercial car wash equipped with a vehicle or trailer-mounted self-contained washing system with any of the following: water or detergent

# SAN MARCOS CITY CODE CHAPTER 86, ARTICLE 2

## DIVISION 2. WATER CONSERVATION

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solution, storage tank, high pressure/low flow pumping equipment, hoses, spray wand and related appurtenances.

*New facility* means a swimming pool, hot tub, aesthetic water feature or any similar facility, installed during any period for which a drought response stage is in effect. When the stage, together with all other stages which precede or succeed that stage in a continuous time period, is rescinded, the new facility will be treated thereafter as an existing facility.

*New landscape* means landscaping plants and/or turf on which installation was completed within the last 21 days.

*Non-commercial vehicle washing* means washing of automobiles, trucks, trailers, boats, and other mobile equipment at a private residence.

*Non-essential water use* means any usage of water that is not required for:

- (1) a health and safety use;
- (2) personal needs such as drinking, bathing, cooling, heating, cooking, food preparation, cleaning or sanitation;
- (3) medical or industrial processes; or
- (4) watering of livestock.

*Not in use* means as it relates to swimming pools, hot tubs and similar facilities, a facility which is not used during any 24 hour period.

*Person* means, with respect to this division, any individual, corporation, partnership, or other legal entity within the corporate limits of the City, or any individual, corporation, partnership, or other legal entity outside the corporate limits of the city who is a city water customer.

*Positive shutoff device* means a device which permits water to flow through it only when a continuous pressure is applied to a handle, trigger, or similar portion of the device.

*Precipitation rate* means the speed at which a sprinkler or irrigation system applies water. Precipitation rates are measured in inches per hour or inches per minute.

*Reclaimed water* means treated wastewater that is recycled or reused after it has been used for another purpose.

*Soaker hose* means a portable hose with small openings that applies water slowly to plants at the soil surface.

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*Swimming pool* means any structure, basin, chamber or tank, including hot tubs, containing an artificial body of water for swimming, diving or recreational bathing, and having a depth of two (2) feet or more at any point.

*Vegetable garden* means a plot of land dedicated to cultivation of edible plants intended for human consumption.

*Waste* means any activity which causes or results in excessive water usage, including but not limited to the following:

- (1) allowing water to run off a property onto adjacent properties, or into a gutter, ditch, drain, creek, or any other natural or man-made water course;
- (2) operating a sprinkler system with broken heads or pipes, or with misaligned spray heads that direct water over a street or parking lot; or
- (3) failure to repair any controllable leak.

### **Section 86.057. Applicability.**

The requirements set forth under this division apply to all persons and entities located within the city limits, and to all persons and entities using water provided by the city water utility. These requirements do not apply to alternative sources of water such as rainwater, gray water and reclaimed water.

### **Section 86.058. Implementation and termination of drought response stages.**

The director shall monitor water supply conditions on a daily basis and provide information to the city manager. The director shall issue notices to implement or terminate drought response stages as follows:

- (1) *Stage 1.*
  - a. Stage 1 shall be implemented when any one of the following conditions occur, or as otherwise determined by the director:
    1. The ten-day average aquifer level is less than 660 feet above mean sea level as measured at the J-17 index well; or
    2. The ten-day average discharge rate of San Marcos Springs is below 96 cfs as measured at the San Marcos gauging station; or

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3. The ten-day average discharge rate of Comal Springs is below 225 cfs as measured at the Comal gauging station.
  - b. Stage 1 shall be terminated when the conditions in subsection (1) are no longer satisfied, or as otherwise determined by the director.
- (2) *Stage 2.*
  - a. Stage 2 shall be implemented when any one of the following conditions occur, or as otherwise determined by the director:
    1. The ten-day average aquifer level is less than 650 feet above mean sea level as measured at the J-17 index well; or
    2. The ten-day average discharge rate of San Marcos Springs is below 80 cfs as measured at the San Marcos gauging station; or
    3. The ten-day average discharge rate of Comal Springs is below 200 cfs as measured at the Comal gauging station.
  - b. Stage 2 shall be terminated when the conditions in subsection (1) are no longer satisfied, or as otherwise determined by the director.
- (3) *Stage 3.*
  - a. Stage 3 shall be implemented when any one of the following conditions occur, or as otherwise determined by the director:
    1. The ten-day average aquifer level is less than 640 feet above mean sea level as measured at the J-17 index well; or
    2. The ten-day average discharge rate of San Marcos Springs is below 65 cfs as measured at the San Marcos gauging station; or
    3. The ten-day average discharge rate of Comal Springs is below 150 cfs as measured at the Comal gauging station.
  - b. Stage 3 shall be terminated when the conditions in subsection (1) are no longer satisfied, or as otherwise determined by the director.
- (4) *Stage 4.*

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- a. Stage 4 shall be implemented when any one of the following conditions occur, or as otherwise determined by the director:
    - 1. The ten-day average aquifer level is less than 630 feet above mean sea level as measured at the J-17 index well; or
    - 2. The ten-day average discharge rate of San Marcos Springs is below 55 cfs as measured at the San Marcos gauging station; or
    - 3. The ten-day average discharge rate of Comal Springs is below 100 cfs as measured at the Comal gauging station.
  - b. Stage 4 shall be terminated when the conditions in subsection (1) are no longer satisfied, or as otherwise determined by the director.
- (5) *Stage 5.*
- a. Stage 5 shall be implemented when any one of the following conditions occur, or as otherwise determined by the director:
    - 1. The ten-day average aquifer level is less than 625 feet above mean sea level as measured at the J-17 index well; or
    - 2. The ten-day average discharge rate of San Marcos Springs is below 50 cfs as measured at the San Marcos gauging station; or
    - 3. The ten-day average discharge rate of Comal Springs is below 45 cfs, or the three-day average discharge is below 40 cfs as measured at the Comal gauging station.
  - b. Stage 5 shall be terminated when the conditions in subsection (1) are no longer satisfied, or as otherwise determined by the director.
- (6) *Water quality, water supply, distribution system or other emergency.* Any stage may be implemented when a water quality, water supply, distribution system or other emergency exists as determined by the director. The stage will be terminated when the conditions which prompted initiation of the restrictions no longer exist.
- (7) *Notice of implementation and termination of stages.* Notices of implementation and termination of stages shall be posted on the city internet web site, broadcast on the city cable channel, released to public media



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outlets, and published in whole or in summary form in at least one newspaper of general circulation within the city.

### **Section 86.059. Year-round water use allowances and restrictions.**

The following allowances and restrictions are in effect at all times; however, the allowances and restrictions may be superseded by more stringent restrictions upon implementation of a drought response stage.

- (1) Waste of water is prohibited at all times.
- (2) Irrigation with hose-end sprinklers and automatic sprinkler irrigation systems is allowed during designated usage times.
- (3) Irrigation with soaker hose and drip irrigation systems is allowed on any day and at any time.
- (4) Irrigation with hand-held bucket or hand-held hose is allowed on any day and at any time.
- (5) Irrigation of golf courses and athletic fields with sprinklers is allowed during designated usage times.
- (6) Irrigation of plants in inventory at commercial nurseries is allowed on any day and at any time.
- (7) Irrigation of vegetable gardens is allowed on any day and at any time.
- (8) Vehicle washing.
  - a. Charity car washes are prohibited unless held at a commercial car wash.
  - b. Non-commercial vehicle washing is allowed on any day and at any time, but must be done using a hand-held bucket or a hand-held hose equipped with a positive shutoff device.
  - c. Commercial vehicle washing is allowed on any day and at any time.
- (9) Swimming pools located outdoors should be covered while not in use to minimize evaporative losses.
- (10) Operation of non-recirculating aesthetic water features is prohibited at all times.

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- (11) Washing of impervious surfaces is allowed but should be limited unless required for health and safety use.
- (12) Foundation watering is allowed on any day and at any time.
- (13) Other non-essential water uses are allowed but all reasonable measures shall be taken to limit the use.

### **Section 86.060. Stage 1 water use allowances and restrictions.**

The following measures are in effect for any period when stage 1 of the drought response plan has been implemented:

- (1) Waste of water is prohibited.
- (2) Irrigation with hose-end sprinklers is allowed only one day per week on the designated weekday during designated usage times. Irrigation with automatic sprinkler irrigation systems is allowed only one day per week between the hours of 8:00 p.m. on the designated weekday and 8:00 a.m. on the following day.
- (3) Irrigation with soaker hose and drip irrigation system is allowed on any day and at any time.
- (4) Irrigation with hand-held bucket or hand-held hose is allowed on any day and at any time.
- (5) Irrigation of golf courses and athletic fields is restricted as follows:
  - a. Irrigation of out-of-play areas such as entryways and clubhouses shall follow general Stage 1 irrigation restrictions.
  - b. Irrigation of in-play areas shall follow general Stage 1 irrigation restrictions unless an irrigation conservation plan has been submitted and approved by the director. If the general irrigation restrictions are being followed, alternative days may be requested to accommodate field usage schedules.
- (6) Irrigation of plants in inventory at commercial nurseries is allowed on any day and at any time.
- (7) Irrigation of vegetable gardens using hand-held bucket, hand-held hose, soaker hose or drip irrigation is allowed on any day and at any time.
- (8) Vehicle washing is restricted as follows:

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- a. Charity car washes are prohibited unless held at a commercial car wash.
  - b. Non-commercial vehicle washing is allowed one day per week and must be done using a hand-held bucket or a hand-held hose equipped with a positive shutoff device.
  - c. Commercial vehicle washing is allowed on any day and at any time.
- (9) Swimming pools located outdoors should be covered when not in use to minimize evaporative losses.
- (10) Operation of non-recirculating aesthetic water features is prohibited.
- (11) Washing of impervious surfaces is allowed only one day per week.
- (12) Foundation watering using drip system, soaker hose or hand-held hose is allowed only one day per week.
- (13) Other non-essential water uses are allowed but all reasonable measures shall be taken to limit the use.

#### **Section 86.061. Stage 2 water use allowances and restrictions.**

The following measures are in effect for any period when stage 2 of the drought response plan has been implemented:

- (1) Waste of water is prohibited.
- (2) Irrigation with hose-end sprinklers is allowed only one day per week on the designated weekday during designated usage times. Irrigation with automatic sprinkler irrigation systems is allowed only one day per week between the hours of 8:00 p.m. on the designated weekday and 8:00 a.m. on the following day.
- (3) Irrigation with soaker hose and drip irrigation system is allowed on any day during designated usage times.
- (4) Irrigation with hand-held bucket or hand-held hose is allowed on any day and at any time.
- (5) Irrigation of golf courses and athletic fields is restricted as follows:

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- a. Irrigation of out-of-play areas such as entryways and clubhouses shall follow general Stage 2 irrigation restrictions.
  - b. Irrigation of in-play areas shall follow general Stage 2 irrigation restrictions unless an irrigation conservation plan has been submitted and approved by the director. If the general irrigation restrictions are being followed, alternative days may be requested to accommodate field usage schedules.
- (6) Irrigation of plants in inventory at commercial nurseries is allowed on any day and at any time.
- (7) Irrigation of vegetable gardens using hand-held bucket, hand-held hose, soaker hose or drip irrigation is allowed on any day and at any time.
- (8) Vehicle washing is restricted as follows:
- a. Charity car washes are prohibited except at a commercial car wash.
  - b. Non-commercial vehicle washing is allowed one day per week and must be done using a hand-held bucket or hand-held hose equipped with a positive shutoff device.
  - c. Commercial vehicle washing is allowed on any day and at any time.
- (9) Swimming pools located outdoors should be covered when not in use to minimize evaporative losses.
- (10) Filling of new aesthetic water features is prohibited.
- (11) Washing of impervious surfaces is allowed only one day per week.
- (12) Foundation watering using a drip system, soaker hose or hand-held hose is allowed only one day per week.
- (13) Other non-essential water uses are allowed but all reasonable measures shall be taken to limit the use.

#### **Section 86.062. Stage 3 water use allowances and restrictions.**

The following measures are in effect for any period when stage 3 of the drought response plan is in effect:

- (1) Waste of water is prohibited.

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### **DIVISION 2. WATER CONSERVATION**

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- (2) Irrigation with hose-end sprinklers is allowed only one day every other week beginning on the second Monday after stage 3 has been declared, on the designated weekday during designated usage times. Irrigation with automatic sprinkler irrigation systems is allowed only one day every other week, beginning on the second Monday after stage 3 has been declared, between the hours of 8:00 p.m. on the designated weekday and 4:00 a.m. on the following day.
- (3) Irrigation with soaker hose and drip irrigation system is allowed on any day during the designated usage times.
- (4) Irrigation with hand-held bucket or hand-held hose is allowed on any day and at any time.
- (5) Irrigation of golf courses and athletic fields is restricted as follows:
  - a. Irrigation of out-of-play areas such as entryways and areas around clubhouses shall follow general Stage 3 irrigation restrictions.
  - b. Irrigation of in-play areas shall follow general Stage 3 irrigation restrictions unless an irrigation conservation plan has been submitted and approved by the director. If the general irrigation restrictions are being followed, alternative days may be requested to accommodate field usage schedules
- (6) Irrigation of plants in inventory at commercial nurseries is allowed on any day and at any time
- (7) Irrigation of vegetable gardens using hand-held bucket, hand-held hose, soaker hose or drip irrigation is allowed on any day and at any time.
- (8) Vehicle washing is restricted as follows:
  - a. Charity car washes are prohibited unless held at a commercial car wash.
  - b. Non-commercial vehicle washing is allowed one day per week and must be done using a hand-held bucket or hand-held hose equipped with a positive shutoff device.
  - c. Commercial vehicle washing is allowed on any day and at any time.
- (9) Swimming pools located outdoors should be covered when not in use to minimize evaporative losses.

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- (10) Operation of outdoor aesthetic water features is prohibited.
- (11) Washing of impervious surfaces is prohibited unless required for health and safety purposes.
- (12) Foundation watering using a drip system, soaker hose or hand-held hose is allowed only one day per week.
- (13) Other non-essential water uses are allowed but all reasonable measures shall be taken to limit the use.

#### **Section 86.063. Stage 4 water use allowances and restrictions.**

The following measures are in effect for any period when stage 4 of the drought response plan is in effect:

- (1) Waste of water is prohibited.
- (2) Irrigation with hose-end sprinklers is allowed only one day every other week beginning on the second Monday after stage 3 has been declared, on the designated weekday during designated usage times. Irrigation with automatic sprinkler irrigation systems is allowed only one day every other week, beginning on the second Monday after stage 3 has been declared, between the hours of 8:00 p.m. on the designated weekday and 4:00 a.m. on the following day.
- (3) Irrigation with soaker hose and drip irrigation system is allowed only one day per week on the designated weekday during designated usage times.
- (4) Irrigation with hand-held bucket or hand-held hose is allowed on any day during designated usage times.
- (5) Irrigation of golf courses and athletic fields is restricted as follows:
  - a. Irrigation of out-of-play areas such as entryways and areas around clubhouses shall follow general Stage 3 irrigation restrictions.
  - b. Irrigation of in-play areas shall follow general Stage 3 irrigation restrictions unless an irrigation conservation plan has been submitted and approved by the director. If the general irrigation restrictions are being followed, alternative days may be requested to accommodate field usage schedules

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- (6) Irrigation of plants in inventory at commercial nurseries is allowed on any day and at any time.
- (7) Irrigation of vegetable gardens using hand-held bucket, hand-held hose, soaker hose or drip irrigation is allowed on any day during designated usage times.
- (8) Vehicle washing is restricted as follows:
  - a. Charity car washes are prohibited unless held at a commercial car wash.
  - b. Non-commercial vehicle washing is allowed one day per week and must be done using a hand-held bucket or hand-held hose equipped with a positive shutoff device.
  - c. Commercial vehicle washing is allowed on any day and at any time.
- (9) Swimming pools:
  - a. Swimming pools located outdoors should be covered when not in use to minimize evaporative losses.
  - b. Filling existing swimming pools is prohibited unless required for health and safety purposes.
  - c. Filling new swimming pools is allowed.
  - d. Make up of existing pools is allowed.
- (10) Operation of outdoor aesthetic water features is prohibited.
- (11) Washing of impervious surfaces is prohibited unless required for health and safety purposes.
- (12) Foundation watering using a drip system, soaker hose or hand-held hose is allowed only one day per week.
- (13) Other non-essential water uses are allowed but all reasonable measures shall be taken to limit the use.

#### **Section 86.064. Stage 5 water use allowances and restrictions.**

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The following measures are in effect for any period when stage 5 of the drought response plan is in effect:

- (1) Waste of water is prohibited.
- (2) Irrigation with hose-end sprinklers and automatic sprinkler irrigation systems is prohibited.
- (3) Irrigation with soaker hose and drip irrigation system is allowed only one day every other week beginning on the second Monday after stage 5 has been declared, on the designated weekday during designated usage times.
- (4) Irrigation with hand-held bucket or hand-held hose is allowed only one day per week on the designated weekday during designated usage times.
- (5) Irrigation of golf courses and athletic fields is restricted as follows:
  - a. Irrigation of out-of-play areas such as entryways and areas around clubhouses shall follow general Stage 3 irrigation restrictions.
  - b. Irrigation of in-play areas shall follow general Stage 3 irrigation restrictions unless an irrigation conservation plan has been submitted and approved by the director. If the general irrigation restrictions are being followed, alternative days may be requested to accommodate field usage schedules
- (6) Irrigation of plants in inventory at commercial nurseries is allowed on any day and at any time.
- (7) Irrigation of vegetable gardens using hand-held bucket, hand-held hose, soaker hose or drip irrigation is allowed on any day during designated usage times.
- (8) Vehicle washing is restricted as follows:
  - a. Charity car washes are prohibited unless held at a commercial car wash.
  - b. Non-commercial vehicle washing is prohibited.
  - c. Commercial vehicle washing is allowed on any day and at any time.
- (9) Swimming pools:



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- a. Swimming pools located outdoors should be covered when not in use to minimize evaporative losses.
  - b. Filling existing swimming pools is prohibited unless required for health and safety purposes.
  - c. Filling new swimming pools is prohibited.
  - d. Make up of existing pools is allowed.
- (10) Operation of outdoor aesthetic water features is prohibited.
- (11) Washing of impervious surfaces is prohibited unless required for health and safety purposes.
- (12) Foundation watering using a drip system, soaker hose or hand-held hose is allowed only one day per week.
- (13) Other non-essential water uses are allowed but all reasonable measures shall be taken to limit the use.

#### **Section 86.065. Variances.**

(a) The director may grant a variance from the requirements of this article if it is determined that special circumstances exist and that:

- (1) compliance with this article adversely affects the health or safety of the public;
- (2) compliance with this article can not be technically accomplished; or
- (3) alternative methods can be implemented that will achieve the same reduction in water use.

(b) A request for variance will not be considered if submitted after an enforcement action has been taken.

(c) A person may seek a variance from the provisions of this article by filing a written petition for variance with the director. Any petition for variance must include the following information:

- (1) Name and address of petitioner(s);
- (2) Purpose and location of water use;

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- (3) Specific provisions of this division for which the petitioner is requesting a variance;
- (4) Detailed explanation of how the specific provisions will adversely affect the petitioner(s);
- (5) Period of time for which the variance is sought;
- (6) Alternative measures the petitioner proposes to implement in order to meet the intent of this division; and
- (7) Any other pertinent information as required by the director.

(d) The director will have two weeks from receipt of the petition for variance to review and act upon the request. If no action is taken within two weeks, the request shall be considered denied.

(e) Approved variances shall include a description of the variance and a specific time frame. A copy of the approved variance shall be retained by the petitioner.

(f) A petitioner may appeal a denial of a variance petition to the City Manager. The City Manager will have two weeks from receipt to review and act on an appeal. If no action is taken within two weeks, the appeal shall be considered denied.

#### **Section 86.065-1. Designated weekday variance.**

(a) A residential water customer may, by written request to the director, request that the designated weekday be changed to a specified variance day, allowing the residential water customer to use water for the restricted purposes permitted under the drought response plan measures only on the day specified in the variance request. The specified variance day can be any weekday, Saturday, or Sunday.

(b) Upon receipt of a request for a variance the director shall grant the request.

(c) The variance shall expire one year from the date of the written request or upon a change of the residential customer for the utility account at the address specified in the variance.

#### **Section 86.065-2. New landscape variance.**

The director may grant a variance from the requirements of this article to allow additional watering days for the establishment of new landscape. New landscape variances may not be issued at any time when Stage 3 or higher is in effect. The director shall develop

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and promulgate criteria for the granting of a variance under this section and any forms consistent with such criteria for customers to request a variance.

#### **Section 86.066. Violations.**

(a) It shall be unlawful for any person to intentionally, knowingly, recklessly, or with criminal negligence allow or cause any waste of water, to allow or cause landscape watering at any time other than during a prescribed time for landscape watering, or to allow or cause any violation of any provision or restriction of this division.

(b) The director is authorized and instructed to commence any action, in law or in equity, including the filing of criminal charges, deemed necessary for the purpose of enforcing this division. The director may seek civil penalties and any other legal or equitable relief available under common law, Chapter 54 of the Texas Local Government Code or any other applicable city, state or federal code or statute.

(c) It is not a defense to prosecution under any provision of this division that the violation charged is no longer occurring or no longer exists. A judge of the municipal court may not dismiss a complaint or enter a finding of not guilty on the grounds that the violation is no longer occurring or no longer exists.

#### **Section 86.067. Enforcement personnel.**

In addition to all peace officers, code enforcement officers, and other persons authorized to enforce city ordinances, the director is authorized to enforce this division by issuing citations to violators, filing complaints in the municipal court, and filing civil enforcement actions.

#### **Section 86.068. Registered water user presumed.**

For purposes of this division, in any case where water has been used on a property in violation of this division, it shall be presumed that the person in whose name a water meter connection is registered with the city for the property has intentionally, knowingly, recklessly, or negligently caused or allowed the violation to occur. Proof that the particular premises had a water meter connection registered in the name of the defendant cited in a criminal or civil complaint filed under this division shall constitute *prima facie* evidence that the defendant caused or allowed the violation to occur.

#### **Section 86.069. Additional enforcement remedies.**

(a) The director is authorized and instructed to commence any action, in law or in equity, including the filing of criminal charges, necessary to enforce this division.

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(b) The director may seek civil penalties and any other legal or equitable relief available under common law, Chapter 54 of the Texas Local Government Code, or any other applicable city, state or federal code or statute necessary to enforce this division.

(c) To the extent allowed by law, the municipal court shall have concurrent jurisdiction over any civil enforcement for violations of this division.

(d) Violations of this division by a customer of the city water system may result in installation of a flow control device on the customer's water line, or termination of the customer's water service.

### **Section 86.070. Penalties**

(a) *Criminal Penalties:* A person who violates any provision of this division commits a misdemeanor, and upon conviction, shall be punished by a fine in the respective amounts shown:

- (1) 1<sup>st</sup> offense – not less than \$100.00 or more than \$250.00
- (2) 2<sup>nd</sup> offense – not less than \$250.00 or more than \$500.00.
- (3) 3<sup>rd</sup> offense – not less than \$500.00 or more than \$2,000.00.

(b) Each violation of a particular provision of this division shall constitute a separate offense, and each day a violation occurs or continues shall be considered a new offense.

(c) *Civil Penalties.* At the option of the director for each violation of this division a civil notice of violation may be issued in lieu of a criminal citation. Civil penalty assessments shall not exceed one thousand dollars (\$1,000.00); however, each violation of a particular section of this division shall constitute a separate violation, and each day a violation continues shall be considered a new violation for purposes of enforcing this division

- (1) Civil penalties may be assessed by mailing, certified mail, a notice of violation to the person who is the registered water user at the address of the alleged violation. A notice of violation may also be hand delivered to a person accepting responsibility for premises where the alleged violation occurred. The person receiving the notice shall sign a statement acknowledging receipt of the notice and acquiescence to the procedures stated therein. The notice of violation shall set forth the details of the violation and the proposed penalty.

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- (2) The registered user, or other person receiving a notice of violation, shall be given ten (10) calendar days from the receipt of a notice of violation to file a written notice to the director requesting an appeal of the violation. If an appeal is not requested within the ten (10) day period, the notice of violation becomes final, and the stated penalty is due.
- (3) After the director receives a request for an appeal, the request will be forwarded to the Municipal Court of Record where a hearing on the appeal will be conducted.
- (4) The Municipal Court of Record shall have jurisdiction to hear appeals of the assessment of civil penalties. An appeal hearing will be conducted in the same manner as a bench trial for a Class C misdemeanor. At the conclusion of the trial, the Judge may, based on the evidence and testimony, enter an order dismissing, upholding, or amending the penalty that was previously assessed by the director. The order entered by the Municipal Court of Record is a final order on the matter.
- (5) A civil penalty assessed against a utility customer for violation of this division may be collected through the utility billing system as part of the consolidated billing system. All such civil penalties are subject to the provisions of Sections 86.199 and 86.200 of the San Marcos Code of Ordinances.

(d) Enforcement personnel may issue verbal and/or written warnings prior to issuance of a citation.

#### **Sec. 86.071. Liability of corporate officers for penalty.**

Whenever a corporation or association violates any provision of this division or in a drought response order issued under this division, the president, vice-president, secretary, treasurer, manager or any agent or employee of the corporation or association who is responsible for the violation shall be subject to the penalty prescribed for the violation.

## **City Code Chapter 14, Buildings and Building Regulations**

### **Article 6, Plumbing Code**

#### **DIVISION 2. WATER CONSERVATION**

##### **Section 14.120. Definitions.**

Terms in this division have the following meanings unless otherwise specified:

*Adjustable flow control* means a mechanism that can be adjusted to restrict water flow through a valve, thus reducing discharge pressure.

*Check valve* means a device that allows water to flow in one (1) direction only and prevents flow through the system unless a pre-set pressure has been achieved.

*Commercial water customer* means a city water customer that uses water for service-related uses such as restaurants, hotels/motels, retail stores, car washes, laundromats/dry cleaners, physician's offices and office buildings.

*Conveyor carwash* means a commercial car wash that uses a conveyor belt to move vehicles through various washing stations.

*Cooling system* means a heating, ventilation and air conditioning system that uses water for cooling purposes.

*Cycles of concentration* means a measure of the number of times the solids content of recirculating water has been increased over that of the make-up water. Example: If the circulating water has four (4) times the solids concentration compared to that of the make up water, then the cycles of concentration is four (4).

*Decorative water features* means features such as fountains, waterfalls, landscape lakes or ponds, and other aesthetic features where the use is entirely ornamental and serves no other functional purpose.

*Director* means the director of the Public Services Department, or a person designated by the director to act in his or her behalf, including the water conservation coordinator.

*Existing* means in existence before September 30, 2006.

*Flow sensor* means a device that monitors, measures, and/or records the rate of flow of water, and shuts off the system when flows exceed a specified rate.

*Flow restrictor* means a device which limits the flow of water through an opening.

*ICI* means an industrial water customer, a commercial water customer, or an institutional water customer.

*In-bay automatic carwash* means a commercial car wash in which the vehicle remains stationary within a wash bay while automatic arms move back and forth over the vehicle to clean it.

*Industrial water customer* means a city water customer that uses water for manufacturing and/or fabrication of goods.

## **City Code Chapter 14, Buildings and Building Regulations**

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#### **DIVISION 2. WATER CONSERVATION**

*Institutional water customer* means a city water customer that uses water for institutional facilities such as hospitals, nursing care facilities, child day care facilities, correctional institutions, college/professional schools, elementary/secondary schools, and places of religious assembly.

*Irrigation system* means an assembly of component parts that is permanently installed for the controlled distribution and conservation of water to irrigate any type of landscape vegetation in any location other than agricultural operations as defined by Texas Agricultural Code § 251.002, and/or to reduce dust or control erosion.

*Irrigation system evaluation* means an inspection of a landscape irrigation system, including a review of design appropriateness for current landscape requirements, proper functioning of sprinkler heads, valves and other components, precipitation rates, irrigation schedules, and maintenance plan.

*Irrigation technician* means a person who works under the supervision of a licensed irrigator to install, maintain, alter, repair, service or supervise installation of an irrigation system, including the connection of such system in or to a private or public, raw or potable water supply system or any water supply, and who is required to be licensed under 30 TAC Chapter 30 (relating to Occupational Licenses and Registrations).

*Irrigator* means a person who sells, designs, offers consultations regarding, installs, maintains, alters, repairs, services or supervises the installation of an irrigation system, including the connection of such system in or to a private or public, raw or potable water supply system or any water supply, and who is required to be licensed under 30 TAC Chapter 30 (relating to Occupational Licenses and Registrations).

*Low-angle spray heads* means spray heads that direct water droplets closer to the surface of the ground, thus reducing losses to wind drift and evaporation.

*Low-head drainage* means a condition in which water drains partially or completely out of a lateral line through a sprinkler head after an irrigation cycle is completed.

*Master valve* means a remote control automatic valve located after the backflow prevention device that controls the flow of water to the irrigation system mainline.

*Mobile carwash* means a commercial business equipped with a vehicle or trailer-mounted self-contained washing system with water or detergent solution, storage tank, high pressure/low flow pumping equipment, hoses, spray wand and related appurtenances.

*New* means installed on or after September 30, 2006.

*On-premises laundry facility* means a laundry facility located on the premises of a commercial or institutional business, and serving only the customers or residents of that facility. Examples of on-premises laundry facilities include those found at hospitals, nursing homes, and hotels.

*Positive shutoff device* means a device which permits water to flow through it only when an outside force or pressure is applied to it.

*Pre-rinse spray valve* means a high-pressure spray attachment used in commercial and institutional kitchens to pre-rinse dishes before loading them into a dishwasher.

## **City Code Chapter 14, Buildings and Building Regulations**

### **Article 6, Plumbing Code**

#### **DIVISION 2. WATER CONSERVATION**

*Self-service carwash* means a commercial car wash in which the vehicle is washed manually within a wash bay by the customer using high-pressure sprayers and brushes.

*Shrub riser* means a device that elevates a sprinkler head several feet above the ground surface so that water is applied over the top of shrubs and other tall landscape plants.

*Single-pass water cooling* means a process in which water is circulated only once through a piece of equipment to cool it before being discharged to the waste stream. Single-pass cooling, also known as once-through cooling, is often used for CAT scan, x-ray equipment, degreasers, hydraulic equipment, condensers, air compressors, welding machines, vacuum pumps, ice machines and air conditioners.

*Solenoid shutoff valve* means a device which opens a valve only when an electrical current is applied, and closes the valve when no current is present.

*Static water pressure* means the pressure of water when it is not moving.

*Subsurface drip* means the slow application of water, usually under low pressure, beneath the soil surface.

*Surface drip* means the slow application of water, usually under pressure, at the soil surface.

*Swing joint* means a flexible joint or pipe connecting a sprinkler head to a lateral pipe.

*Water budget* means a feature on a landscape irrigation system controller which allows the user to set a monthly or seasonal water schedule based on evapotranspiration and/or rainfall amounts.

*Water recirculating system* means a system of pumps, tanks, and treatment components used to treat and reuse water continuously for a single purpose.

*Zone valve* means an automatic valve that controls a single zone of a landscape irrigation system.

#### **Section 14.121. Car washes.**

- (a) New conveyer car washes must be equipped with a water recycling system.
- (b) New in-bay automatic car washes must use water recycling systems, ultra-low-flow spray nozzles or alternative means to achieve fresh water usage of no more than fifty-five (55) gallons per vehicle.
- (c) New and existing self-service and mobile car washes must utilize positive shutoff device spray wands with a flow rate of no more than three (3) gallons per minute.

#### **Section 14.122. Cooling systems.**

- (a) New cooling systems may not utilize single-pass water cooling for any purpose.
- (b) New cooling systems must be designed and operated to achieve a minimum of four (4) cycles of concentration.



## **City Code Chapter 14, Buildings and Building Regulations**

### **Article 6, Plumbing Code**

#### **DIVISION 2. WATER CONSERVATION**

##### **Section 14.123. Decorative water features.**

- (a) New decorative water features must be equipped with a water recirculating system.
- (b) Existing decorative water features must be retrofitted with a water recirculating system.

##### **Section 14.124. Dining facilities.**

- (a) New commercial and institutional garbage disposals must be equipped with flow restrictors and solenoid shutoff valves.
- (b) Existing commercial and institutional garbage disposals must be retrofitted with flow restrictors and solenoid shutoff valves.
- (c) New commercial and institutional ice machines should be equipped with air-cooled, instead of water-cooled, condensers. If a water-cooled model is used, the cooling system must be equipped with a water recycling system.
- (d) Pre-rinse spray valves must be equipped with positive shutoff devices and must meet the 1.6 gallons per minute performance standard established under Texas Health and Safety Code Section 372.005.

##### **Section 14.125. On-premise laundry facilities.**

New commercial, industrial and institutional on-premises laundry facilities must be equipped with a water recycling system.

##### **Section 14.126. Landscape irrigation systems.**

- (a) Landscape irrigation rule. The landscape irrigation rules promulgated by the Texas Commission on Environmental Quality and contained in Chapter 344, Subchapter A, § 344.1, subchapter C, §§ 344.30-344.38, Subchapter D, §§ 344.40-344.43 and Subchapters E and F, §§ 344.50-344.65, Texas Administrative Code (effective January 1, 2009), as the same may be from time to time amended, are hereby adopted by reference as the landscape installation irrigation rules of the city.
- (b) P2609 Landscape irrigation. The International Residential Code, 2015 Edition, as adopted by the International Code Council, Inc., in cooperation with the International Conference of Building Officials and with all local amendments as previously adopted by the City of San Marcos is hereby amended to add Section P2609 to Chapter 26, General Plumbing Requirements and to read as follows.
- (c) Minimum standards for landscape irrigation systems. The landscape irrigation rules promulgated by the Texas Commission on Environmental Quality and contained in Chapter 344, Subchapter A, § 344.1, Subchapter C, §§ 344.30-344.38, Subchapter D, §§ 344.40-344.43 and Subchapters E and F, §§ 344.50-344.65 Texas Administrative Code (effective January 1, 2009), as the same may be from time to time amended, are hereby adopted by reference as the landscape installation irrigation rules of the city.
- (d) Valid license required and exemptions.

## **City Code Chapter 14, Buildings and Building Regulations**

### **Article 6, Plumbing Code**

#### **DIVISION 2. WATER CONSERVATION**

- (1) Any person who connects an irrigation system to the water supply within the City or the City's extraterritorial jurisdiction (ETJ), must hold a valid license, as defined by Title 30, Texas Administrative Code, Chapter 30 and required by Chapter 1903, Subchapter F of the Texas Occupations Code, or as defined by Title 22, Chapter 365 of the Texas Administrative Code and required by Chapter 1301 of the Texas Occupations Code.
  - (2) A property owner is not required to be licensed in accordance with Texas Occupations Code, Title 12, § 1903.002(c)(1) if he or she is performing irrigation work in a building or on a premises owned or occupied by the person as the person's home. A home or property owner who installs an irrigation system must meet the standards contained in Title 30, Texas Administrative Code, Chapter 344, Sections:
    - 344.50 (Backflow Prevention Methods),
    - 344.51 (Specific Conditions and Cross-Connection Control),
    - 344.52 (Installation of Backflow Prevention Device),
    - 344.60 (Water Conservation),
    - 344.61 (Minimum Standards for the Design of the Irrigation Plan, except (c)(1) and,
    - 344.62 (Minimum Design and Installation Requirements, except (o).
  - (3) Upon completion of the irrigation system, the home or property owner must prepare and retain an irrigation plan that shows the actual installation of the system.
  - (4) As provided in the Texas Occupations Code § 1903.002 for other exemptions to the licensing requirement.
- (e) Permit required and exemptions.
- (1) Any person installing an irrigation system within the territorial limits or extraterritorial jurisdiction of the City is required to obtain a permit from the City. Any plan approved for a permit must be in compliance with the requirements of this chapter. The permit will be issued by the permit center, a divisions of Planning and Development Services.
  - (2) The permitting requirements do not apply to:
    - a. An irrigation system that is an on-site sewage disposal system, as defined by Section 366.002, Health and Safety Code; or
    - b. An irrigation system used on or by an agricultural operation as defined by Section 251.002, Agriculture Code; or
    - c. An irrigation system connected to a groundwater well used by the property owner for domestic use.
- (f) Backflow prevention methods and devices. All Irrigation systems must comply with the adopted City of San Marcos ARTICLE 9 - Cross Connection Control and Backflow Prevention Requirements.
- (g) Water conservation. All irrigation systems shall be designed, installed, maintained, altered, repaired, serviced, and operated in a manner that will promote water conservation.
- (h) Design and installation.

## **City Code Chapter 14, Buildings and Building Regulations**

### **Article 6, Plumbing Code**

#### **DIVISION 2. WATER CONSERVATION**

- (1) Irrigation plan design and installation shall meet the minimum standards and rules of the Texas Administrative Code.
  - (2) Beginning January 1, 2010, either a licensed irrigator or a licensed irrigation technician as defined by Title 30, Texas Administrative Code, Chapter 30 and required by Chapter 1903 of the Texas Occupations Code, or as defined by Chapter 365, Title 22 of the Texas Administrative Code and required by Chapter 1301 of the Texas Occupations Code, shall be on-site at all times while the landscape irrigation system is being installed. When an irrigator is not onsite, the irrigator shall be responsible for ensuring that a licensed irrigation technician is on-site to supervise the installation of the irrigation system.
  - (3) Completion, maintenance, alteration, repair, or service of irrigation systems shall comply with the landscape irrigation rules promulgated by the Texas Commission on Environmental Quality and contained in Chapter 344, Subchapter A, § 344.1, Subchapter C, §§ 344.30-344.38, Subchapter D, §§ 344.40-344.43 and Subchapters E and F, §§ 344.50-344.65 Texas Administrative Code (effective January 1, 2009), as the same may be from time to time amended.
- (i) In addition to the requirements under 30 TAC Chapter 344, all new landscape irrigation systems must be designed, installed and operated in accordance with the following requirements:
- (1) Above-ground emission devices must be attached to lateral lines with flexible pipe or swing joints.
  - (2) Use of shrub risers is prohibited. Surface or subsurface drip irrigation, or low-angle spray heads that direct water to the base of the plant may be used in lieu of shrub risers.
  - (3) Irrigation controllers must be capable of providing multiple irrigation programs, with at least three (3) start times per program.
  - (4) Irrigation controllers must be capable of limiting irrigation frequency to once every seven (7) days and once every fourteen (14) days as per drought restrictions.
  - (5) Irrigation controllers must have a water budgeting feature.
  - (6) Landscape irrigation systems must have a master valve.
  - (7) Zone valves must be equipped with an adjustable flow control.
  - (8) Zone valves must be enclosed in an accessible valve box.
  - (9) Check valves are required where elevation differences may result in low-head drainage. Check valves may be located at the sprinkler head(s) or on the lateral line.
- (j) All new ICI and multi-family residential landscape irrigation systems must also be designed, installed and operated in accordance with the following requirements:
- (1) A separate metered water service must be utilized for the landscape irrigation system.

## City Code Chapter 14, Buildings and Building Regulations

### Article 6, Plumbing Code

#### DIVISION 2. WATER CONSERVATION

- (2) Landscape irrigation systems must be equipped with a flow sensor that will automatically shut down the irrigation system during excessive water flows.
  - (3) Landscape irrigation systems must be equipped with a freeze sensor that will automatically shut down the irrigation system when ambient temperatures fall below 32 degrees F.
  - (4) An irrigation system evaluation must be conducted at least once per year, and the results of the evaluation shall be provided to the director.
- (k) All existing landscape irrigation systems must be retrofitted with a rain shutoff device or soil moisture shutoff device.
- (l) Existing ICI and multi-family residential landscape irrigation systems must have an irrigation system evaluation conducted at least once per year, and the results of the evaluation shall be provided to the director.
- (m) Reclaimed water. Reclaimed water may be utilized in landscape irrigation systems if:
- (1) There is no direct contact with edible crops, unless the crop is pasteurized before consumption;
  - (2) The irrigation system does not spray water across property lines that do not belong to the irrigation system's owner;
  - (3) The irrigation system is installed using purple components;
  - (4) The domestic potable water line is connected using an air gap or a reduced pressure principle backflow prevention device, in accordance with Title 30, Texas Administrative Code, Section 290.47(i) (relating to Appendices);
  - (5) A minimum of an eight-inch by eight-inch sign, in English and Spanish, is prominently posted on/in the area that is being irrigated, that reads, "RECLAIMED WATER — DO NOT DRINK" and "AGUA DE RECUPERACION — NO BEBER"; and
  - (6) Backflow prevention on the reclaimed water supply line shall be in accordance with the regulations of the city's water provider.
- (n) Items not covered by this article. Any item not covered by this ordinance and required by law shall be governed by the Texas Occupations Code, the Texas Water Code, Title 30 of the Texas Administrative Code, City of San Marcos Plumbing Code and any other applicable state statute or Texas Commission on Environmental Quality rule.
- (o) Enforcement.
- (1) The city shall have the power to administer and enforce the provisions of this chapter as may be required by governing law. Any person, firm, corporation or agent who shall violate a provision of this code, or fails to comply therewith, or with any of the requirements thereof, is subject to suit for injunctive relief as well as prosecution for criminal violations. Any knowing violation of the elements of this ordinance as codified in the City Code is declared to be a nuisance.

## **City Code Chapter 14, Buildings and Building Regulations**

### **Article 6, Plumbing Code**

#### **DIVISION 2. WATER CONSERVATION**

- (2) The city water purveyor can suspend utility service for any violation of this article.
- (3) Any person who knowingly violates any provision of this section shall, upon conviction, be fined as provided in chapter 1, subsection 1.015 of the San Marcos Code.
- (4) An offense under this section is a Class C misdemeanor.
- (5) Nothing in this section shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this section, or any other building code violation, and to seek remedies as allowed by law, including, but not limited to the following:
  - a. Injunctive relief to prevent specific conduct that violates the ordinance or to require specific conduct that is necessary for compliance with the ordinance; and
  - b. Other available relief.
- (6) Whenever a corporation or association violates any provision of this section, the president, vice-president, secretary, treasurer, manager or any agent or employee of the corporation or association who is responsible for the violation shall be subject to the penalty prescribed for the violation.
- (p) Fees. The City Council, by separate ordinance, may create a schedule of fees for obtaining and renewing an irrigation permit. These fees will be in amounts sufficient to cover the city's costs in issuing and renewing the permits, including, but not limited to, staff time and other costs.

**APPENDIX B:**

**SAN MARCOS WATER  
AND WASTEWATER RATE  
SCHEDULES**

## Water Rates and Fees

### Water Rates

(All water rates are based per 1,000 gallons)

#### Inside-City

Lifeline Rate	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
First 6,000 gallons - Minimum	22.06	23.16
6,001 - 9,000	6.47	6.79
9,001 - 12,000	7.40	7.77
12,001 - 20,000	8.33	8.74
20,001 - 50,000	9.24	9.70
Over 50,000	11.09	11.64
5/8" - 3/4" Water Meter	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
Minimum Charge	22.06	23.16
0 - 6,000	3.70	3.88
6,001 - 9,000	6.47	6.79
9,001 - 12,000	7.40	7.77
12,001 - 20,000	8.33	8.74
20,001 - 50,000	9.24	9.70
Over 50,000	11.09	11.64
1" Water Meter	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
Minimum Charge	55.15	57.90
0 - 4,000	2.38	2.50
4,001 - 10,000	2.87	3.01
10,001 - 25,000	7.15	7.51
Over 25,000	8.11	8.51
1 1/2" Water Meter	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
Minimum Charge	110.29	115.81
0 - 8,000	2.38	2.50
8,001 - 10,000	2.87	3.01
10,001 - 25,000	7.15	7.51
Over 25,000	8.11	8.51
2" Water Meter	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
Minimum Charge	176.46	185.29
0 - 13,000	2.38	2.50
13,000 - 25,000	7.15	7.51
Over 25,000	8.11	8.51

### Outside-City

Lifeline Rate	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
First 6,000 gallons - Minimum	27.58	28.96
6,001 - 9,000	8.09	8.49
9,001 - 12,000	9.24	9.70
12,001 - 20,000	10.40	10.91
20,001 - 50,000	11.55	12.13
Over 50,000	13.87	14.56
5/8" - 3/4" Water Meter	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
Minimum Charge	27.58	28.96
0 - 6,000	4.63	4.86
6,001 - 9,000	8.09	8.49
9,001 - 12,000	9.24	9.70
12,001 - 20,000	10.40	10.91
20,001 - 50,000	11.55	12.13
Over 50,000	13.87	14.56
1" Water Meter	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
Minimum Charge	68.93	72.38
0 - 4,000	2.98	3.13
4,001 - 10,000	3.57	3.75
10,001 - 25,000	8.95	9.39
Over 25,000	10.13	10.64
1 1/2" Water Meter	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
Minimum Charge	137.87	144.76
0 - 8,000	2.98	3.13
8,001 - 10,000	3.57	3.75
10,001 - 25,000	8.95	9.39
Over 25,000	10.13	10.64
2" Water Meter	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
Minimum Charge	220.58	231.61
0 - 13,000	2.98	3.13
13,001 - 25,000	8.95	9.39
Over 25,000	10.13	10.64

### Wholesale Water

	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
Rate per 1,000 gallons	4.79	5.03

### Reclaimed Water

	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
Minimum Charge	298.10	313.01
Rate per 1,000 gallons	1.56	1.64



### Other Water Charges/Fees

Description	Oct. 1, 2018 Rate (effective Oct 1, 2013)
New Account Charge - Normal Hours	40.00
New Account Charge - After Hours**	100.00
New Service - Normal Hours	Meter Cost + 50.00
Reconnect Charge - Normal Hours	40.00
Reconnect Charge - After Hours**	170.00
Customer Requested Outage/Service - Normal Hours	50.00
Customer Requested Outage/Service - After Hours**	100.00
Temporary Water Meter	Deposit - 750.00 Installation - 75.00 Monthly Rental - 100.00
Meter Test Charge	35.00
Tampering Fee	350.00
Water Tap	*

- Service fees established by City Code 86.198

\* Actual construction costs plus 10%. Minimum charge of \$250.00

\*\* After Hours is consider 4 p.m. Central Daylight Time

### Other Fees

Description	Rate
NSF Check Charge	30.00
Confidential Fee	5.00

## Wastewater Rates

### Sewer Rates

(All sewer rates are based per 1,000 gallons of metered water consumption)

#### Inside-City

Lifeline Rate	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
Maximum	25.01	25.51
5/8" - 3/4" Water Meter	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
First 2,000 - Minimum	25.01	25.51
Over 2,000	7.21	7.36
1" Water Meter	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
First 4,000 - Minimum	49.95	50.95
Over 4,000	7.21	7.36
1 1/2" Water Meter	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
First 8,000 - Minimum	99.87	101.87
Over 8,000	7.21	7.36
2" Water Meter	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
First 13,000 - Minimum	159.82	163.02
Over 13,000	7.21	7.36

#### Outside-City

Lifeline Rate	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
Maximum	31.26	31.89
5/8" - 3/4" Water Meter	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
First 2,000 - Minimum	31.26	31.89
Over 2,000	9.00	9.18
1" Water Meter	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
First 4,000 - Minimum	62.42	63.67
Over 4,000	9.00	9.18
1 1/2" Water Meter	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
First 8,000 - Minimum	124.84	127.33
Over 8,000	9.00	9.18
2" Water Meter	Oct. 1, 2017 Rate	Oct. 1, 2018 Rate
First 13,000 - Minimum	199.77	203.76
Over 13,000	9.00	9.18

Residential Sewer Rates for 5/8-3/4", 1", 1 1/2" water meters are based on the average water consumption for the bills dated the previous December, January and February. Accounts that do not have water usage history for December, January or February are set at 5,000 gallons.

No additional charge is applied to Single-Family residential customers for wastewater volumes in excess of 9,000 gallons for 5/8-3/4", 1", 1 1/2" water meters.

### Sewer Surcharge Rate

COD Concentration (milligram per Liter)	Oct. 1, 2017 Rate (per pound)	Oct. 1, 2018 Rate (per pound)
351 to 500	\$0.098	\$0.100
501 to 600	\$0.162	\$0.165
Over 600	\$0.328	\$0.335

### Other Sewer Charges

Description	Oct. 1, 2018 Rate
Sewer Tap Charge	*

\*Actual construction costs plus 10%. Minimum charge of \$250.00

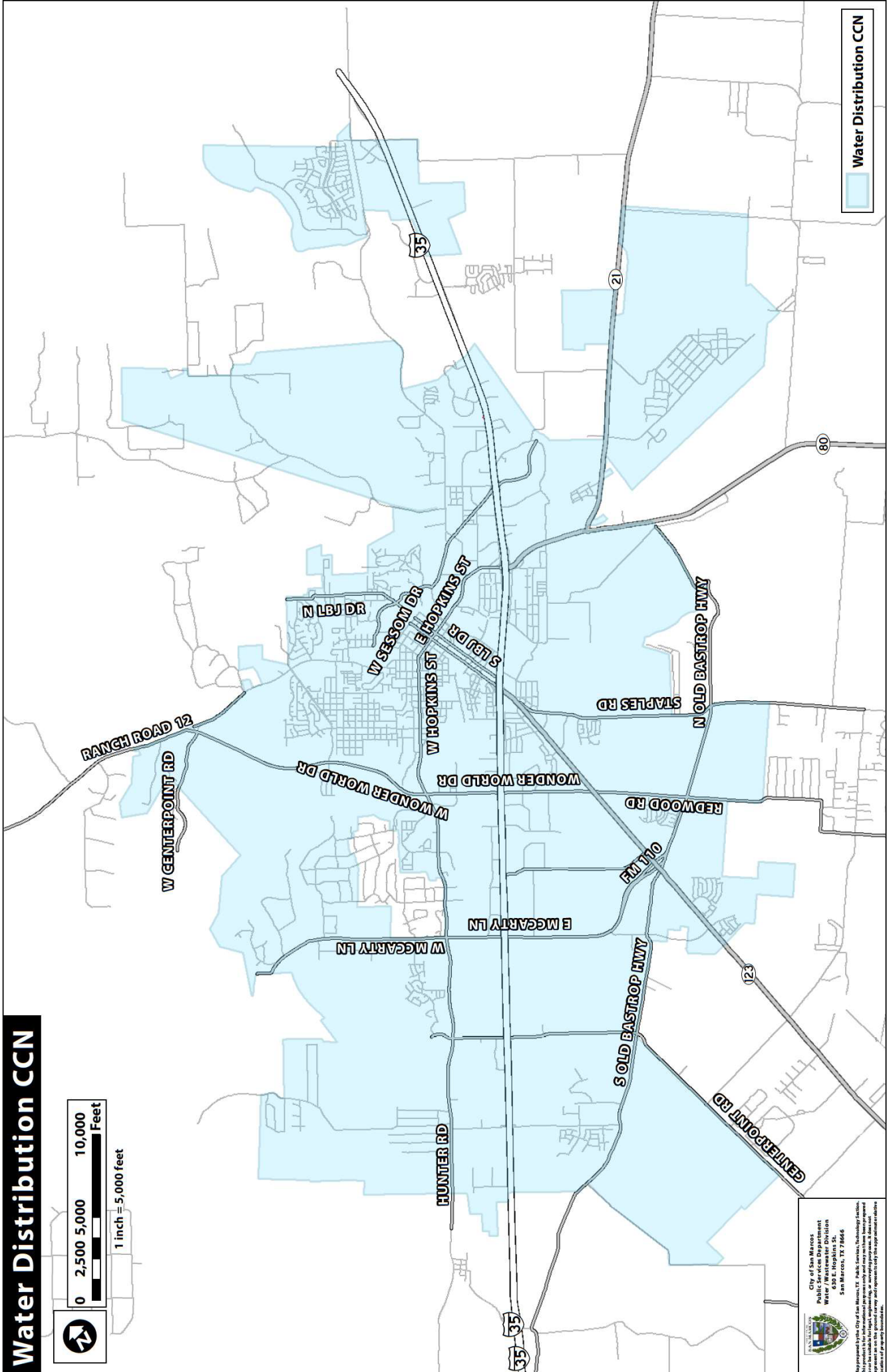
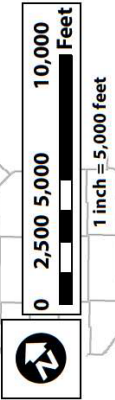
### Other Fees

Description	Rate
NSF Check Charge	30.00
Confidential Fee	5.00

**APPENDIX C:**

**MAP OF  
SAN MARCOS WATER  
SERVICE AREA**

# Water Distribution CCN



City of San Marcos  
Public Service Department  
Water Distribution  
630 E. Hopkins St.  
San Marcos, TX 78666

Map prepared by the City of San Marcos, TX, Public Services, Technology Section.  
This product is for informational purposes only and may not have been prepared  
for or used in an official government or other public use without the express written  
consent of the City of San Marcos.

**APPENDIX D:**

**SAN MARCOS**  
**UTILITY SURVEY**

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### CONTACT INFORMATION

Name of Utility: City of San Marcos

Public Water Supply Identification Number (PWS ID): TX1050001

Certificate of Convenience and Necessity (CCN) Number: 10298

Surface Water Right ID Number: \_\_\_\_\_

Wastewater ID Number: 20116

Contact: First Name: JAN Last Name: KLEIN  
 Title: CONSERVATION COORDINATOR

Address: 630 EAST HOPKINS City: SAN MARCOS State: TX

Zip Code: 78666 Zip+4: \_\_\_\_\_ Email: \_\_\_\_\_

Telephone Number: 5123938310 Date: 4/4/2019

Is this person the designated Conservation Coordinator?  Yes  No

Regional Water Planning Group: L

Groundwater Conservation District: \_\_\_\_\_

Our records indicate that you:

- Received financial assistance of \$500,000 or more from TWDB
- Have 3,300 or more retail connections
- Have a surface water right with TCEQ

#### A. Population and Service Area Data

1. Current service area size in square miles: 54

Attached file(s):

File Name	File Description
CCN Map.pdf	San Marcos Water Distribution CCN (PDF)

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. Historical service area population for the previous five years, starting with the most current year.

Year	Historical Population Served By Retail Water Service	Historical Population Served By Wholesale Water Service	Historical Population Served By Wastewater Water Service
2018	71,153	0	65,278
2017	68,668	12	62,998
2016	62,969	14	57,769
2015	58,292	3,288	53,478
2014	59,542	3,176	54,625

3. Projected service area population for the following decades.

Year	Projected Population Served By Retail Water Service	Projected Population Served By Wholesale Water Service	Projected Population Served By Wastewater Water Service
2020	73,690	0	65,278
2030	84,861	0	77,854
2040	101,235	0	92,876
2050	120,769	0	110,797
2060	144,072	0	132,176

4. Described source(s)/method(s) for estimating current and projected populations.

These projections are based off of the 2010 census population for the Water Service Area and 2021 Region L Water Plan projections of 1.78% growth per year.



## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### B. System Input

System input data for the previous five years.

Total System Input = Self-supplied + Imported – Exported

Year	Water Produced in Gallons	Purchased/Imported Water in Gallons	Exported Water in Gallons	Total System Input	Total GPCD
<b>2018</b>	2,966,235,294	0	4,126,633	2,962,108,661	114
<b>2017</b>	2,776,959,677	0	420,219	2,776,539,458	111
<b>2016</b>	2,689,842,843	0	197,350	2,689,645,493	117
<b>2015</b>	2,632,218,218	0	477,861	2,631,740,357	124
<b>2014</b>	230,843,687	2,240,796,000	156,700	2,471,482,987	114
<b>Historic Average</b>	2,259,219,944	448,159,200	1,075,753	2,706,303,391	116

### C. Water Supply System

1. Designed daily capacity of system in gallons 23,533,920
2. Storage Capacity
  - 2a. Elevated storage in gallons: 3,271,000
  - 2b. Ground storage in gallons: 8,360,000

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### D. Projected Demands

1. The estimated water supply requirements for the next ten years using population trends, historical water use, economic growth, etc.

Year	Population	Water Demand (gallons)
2020	73,690	10,442
2021	75,002	10,628
2022	76,337	10,723
2023	77,695	10,914
2024	79,078	11,010
2025	80,486	11,107
2026	81,919	11,305
2027	83,377	11,403
2028	84,861	11,606
2029	86,371	11,813

2. Description of source data and how projected water demands were determined.

For population used 2021 Region L Water Plan projections of 1.78% growth per year. For Demand used population projections and GPCD targets.

### E. High Volume Customers

1. The annual water use for the five highest volume **RETAIL** customers.

Customer	Water Use Category	Annual Water Use	Treated or Raw
BROOKFIELD RESIDENTIAL	Commercial	28,255,670	Treated
THE RETREAT	Commercial	26,928,433	Treated
ZCP OUTPOST LLC	Commercial	21,315,400	Treated
RESCARE INC	Commercial	18,088,546	Treated
COPPER BEECH TOWNHOMES LLC	Commercial	17,652,590	Treated

2. The annual water use for the five highest volume **WHOLESALE** customers.

Customer	Water Use Category	Annual Water Use	Treated or Raw
CITY OF KYLE	Municipal	4,093,719	Treated

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### F. Utility Data Comment Section

Additional comments about utility data.

### Section II: System Data

#### A. Retail Water Supplier Connections

1. List of active retail connections by major water use category.

Water Use Category Type	Total Retail Connections (Active + Inactive)	Percent of Total Connections
Residential - Single Family	9,272	30.19 %
Residential - Multi-Family	19,589	63.78 %
Industrial	35	0.11 %
Commercial	1,433	4.67 %
Institutional	382	1.24 %
Agricultural	0	0.00 %
Total	30,711	100.00 %

2. Net number of new retail connections by water use category for the previous five years.

Net Number of New Retail Connections							
Year	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	Total
<b>2018</b>	426	170	1	25	3	0	625
<b>2017</b>	375	52	1	66	1	0	495
<b>2016</b>	744	522	2	44	17	0	1,329
<b>2015</b>	170	44	0	27	13	0	254
<b>2014</b>	441	1,152	1	96	22	0	1,712

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### B. Accounting Data

The previous five years' gallons of RETAIL water provided in each major water use category.

Year	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	Total
2018	547,509,987	917,605,972	297,404,857	620,336,591	225,111,780	0	2,607,969,187
2017	541,777,083	939,440,529	42,272,477	488,753,280	259,615,557	0	2,271,858,926
2016	489,542,957	943,113,099	44,953,223	395,872,105	216,528,616	0	2,090,010,000
2015	513,660,189	989,501,224	47,246,259	415,391,499	227,184,829	0	2,192,984,000
2014	507,481,611	909,310,077	49,901,433	369,183,816	204,363,064	0	2,040,240,001

### C. Residential Water Use

The previous five years residential GPCD for single family and multi-family units.

Year	Residential - Single Family	Residential - Multi-Family	Total Residential
2018	56	0	56
2017	60	0	60
2016	62	0	62
2015	67	0	67
2014	65	0	65
Historic Average	62	0	62

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### D. Annual and Seasonal Water Use

1. The previous five years' gallons of treated water provided to RETAIL customers.

Month	Total Gallons of Treated Water				
	2018	2017	2016	2015	2014
January	234,557,000	218,022,000	231,545,000	206,083,000	192,748,000
February	206,267,000	201,083,000	223,900,000	188,434,000	175,295,000
March	233,741,000	223,393,000	218,146,000	202,441,000	190,915,000
April	244,060,000	219,078,000	211,071,000	191,478,000	197,377,000
May	256,016,000	226,648,000	209,775,000	192,362,000	200,546,000
June	265,941,000	237,015,000	214,166,000	199,886,000	195,585,000
July	263,844,000	271,653,000	263,491,000	227,811,000	232,158,000
August	291,054,000	240,237,000	235,475,000	274,778,000	243,703,000
September	252,663,000	224,496,000	220,938,000	251,961,000	215,844,000
October	255,507,000	220,919,000	229,587,000	250,154,000	225,455,000
November	241,636,000	237,918,000	211,895,000	218,583,000	205,009,000
December	229,848,000	234,282,000	217,164,000	230,998,000	196,543,000
<b>Total</b>	<b>2,975,134,000</b>	<b>2,754,744,000</b>	<b>2,687,153,000</b>	<b>2,634,969,000</b>	<b>2,471,178,000</b>

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. The previous five years' gallons of raw water provided to RETAIL customers.

Month	Total Gallons of Raw Water				
	2018	2017	2016	2015	2014
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
<b>Total</b>					

3. Summary of seasonal and annual water use.

	Summer RETAIL (Treated + Raw)	Total RETAIL (Treated + Raw)
<b>2018</b>	820,839,000	2,975,134,000
<b>2017</b>	748,905,000	2,754,744,000
<b>2016</b>	713,132,000	2,687,153,000
<b>2015</b>	702,475,000	2,634,969,000
<b>2014</b>	671,446,000	2,471,178,000
<b>Average in Gallons</b>	731,359,400.00	2,704,635,600.00

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### E. Water Loss

Water Loss data for the previous five years.

Year	Total Water Loss in Gallons	Water Loss in GPCD	Water Loss as a Percentage
2018	154,365,912	6	5.21 %
2017	248,323,495	10	8.94 %
2016	521,388,809	23	19.39 %
2015	394,463,672	19	14.99 %
2014	239,656,675	11	9.70 %
Average	311,639,713	14	11.65 %

### F. Peak Day Use

Average Daily Water Use and Peak Day Water Use for the previous five years.

Year	Average Daily Use (gal)	Peak Day Use (gal)	Ratio (peak/avg)
2018	8,151,052	8922163	1.0946
2017	7,547,243	8140271	1.0786
2016	7,362,063	7751434	1.0529
2015	7,219,093	7635597	1.0577
2014	6,770,350	7298326	1.0780

### G. Summary of Historic Water Use

Water Use Category	Historic Average	Percent of Connections	Percent of Water Use
Residential - Single Family	519,994,365	30.19 %	23.21 %
Residential - Multi-Family	939,794,180	63.78 %	41.94 %
Industrial	96,355,649	0.11 %	4.30 %
Commercial	457,907,458	4.67 %	20.44 %
Institutional	226,560,769	1.24 %	10.11 %
Agricultural	0	0.00 %	0.00 %

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### H. System Data Comment Section

Section II.D.2 - COSM does not provide raw water to retail customers.

### Section III: Wastewater System Data

#### A. Wastewater System Data

1. Design capacity of wastewater treatment plant(s) in gallons per day: 9

2. List of active wastewater connections by major water use category.

Water Use Category	Metered	Unmetered	Total Connections	Percent of Total Connections
<b>Municipal</b>	0	9,267	9,267	85.96 %
<b>Industrial</b>	0		0	0.00 %
<b>Commercial</b>	0	1,514	1,514	14.04 %
<b>Institutional</b>	0		0	0.00 %
<b>Agricultural</b>	0	0	0	0.00 %
<b>Total</b>	0	10,781	10,781	100.00 %

3. Percentage of water serviced by the wastewater system: 92.00 %



## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

4. Number of gallons of wastewater that was treated by the utility for the previous five years.

Month	Total Gallons of Treated Water				
	2018	2017	2016	2015	2014
January	125,032,000	149,050,000	145,720,000	155,353,000	147,707,000
February	135,629,000	147,834,000	145,471,000	133,635,000	125,054,000
March	154,165,000	175,195,000	151,576,000	159,134,000	152,070,000
April	142,709,000	185,299,000	171,097,000	166,685,000	130,020,000
May	123,787,000	134,608,000	174,468,000	208,717,000	135,400,000
June	98,710,000	134,608,000	146,068,000	180,980,000	121,320,000
July	101,521,000	99,232,000	114,381,000	161,182,000	116,379,000
August	92,267,000	142,168,000	132,683,000	154,287,000	140,999,000
September	152,829,000	141,425,000	133,681,000	132,530,000	124,951,000
October	177,860,000	128,444,000	130,512,000	141,486,000	129,804,000
November	150,384,000	122,103,000	136,961,000	161,762,000	134,002,000
December	168,662,000	139,200,000	156,219,000	143,531,000	136,699,000
<b>Total</b>	<b>1,623,555,000</b>	<b>1,699,166,000</b>	<b>1,738,837,000</b>	<b>1,899,282,000</b>	<b>1,594,405,000</b>

5. Could treated wastewater be substituted for potable water?

Yes
  No

### B. Reuse Data

1. Data by type of recycling and reuse activities implemented during the current reporting period.

Type of Reuse	Total Annual Volume (in gallons)
On-site Irrigation	
Plant wash down	
Chlorination/de-chlorination	
Industrial	97,713,816
Landscape irrigation (park,golf courses)	9,974,234
Agricultural	
Discharge to surface water	
Evaporation Pond	
Other	
<b>Total</b>	<b>107,688,050</b>

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### C. Wastewater System Data Comment

Additional comments and files to support or explain wastewater system data listed below.

Section III.A.2 - All wastewater connections are unmetered, but wastewater usage is based on metered water usage data. Municipal Connections includes single-family residential; Commercial Connections includes everything except single-family residential.

**APPENDIX E:**

**RESOLUTION OF ADOPTION OF  
WATER CONSERVATION  
AND  
DROUGHT RESPONSE  
PLANS**

**RESOLUTION NO. 2019-70R**


**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING THE SUBMITTAL OF THE 2019 REVISED WATER CONSERVATION PLAN AND REVISED 2019 DROUGHT RESPONSE PLAN TO THE TEXAS WATER DEVELOPMENT BOARD; AND DECLARING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:**


**PART 1.** The attached 2019 Water Conservation Plan and the 2019 Drought Response Plan are hereby approved for submittal to the Texas Water Development Board.

**PART 2.** This Resolution shall be in full force and effect immediately from and after its passage.

**ADOPTED** on April 16, 2019.

  
Jane Hughson  
Mayor

Attest:

  
Jamie Lee Case  
City Clerk